

REQUEST FOR PROPOSALS

“DEMOLITION AND LANDFILL OVERSIGHT”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 3100-08-01

May 29, 2008

REQUEST FOR PROPOSALS

“Demolition and Landfill Oversight” Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

“Demolition and Landfill Oversight” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

After Hurricanes Katrina and Rita, it was estimated that more than 30,000 houses would require demolition due to damage caused by the storms. Regulatory oversight of these demolitions is necessary to ensure asbestos, Household Hazardous Waste (HHW), and other hazardous wastes from the demolitions are handled and disposed of properly. More than 8,500 of these demolitions have been monitored by LDEQ inspectors or contract inspectors provided by the EPA. This RFP is limited to approximately 4,000 – 8,000 properties.

The Louisiana Department of Environmental Quality (LDEQ) has the legal responsibility, and authority by EPA delegation, for the enforcement of asbestos regulations regarding demolitions (National Emission Standards for Hazardous Air Pollutants (NESHAP, Clean Air Act)), and other state air regulations regarding demolitions, and solid waste disposal by statute (Louisiana R.S. 30:2011).

LDEQ requires the services of a well-qualified contractor to provide assistance in conducting regulatory oversight of demolitions and the handling and disposal of the resultant debris to ensure compliance with applicable environmental laws and regulations regarding asbestos, HHW, and other hazardous wastes. Proposers are hereby advised that funding for this contract is made available by the Federal Emergency Management Agency (FEMA) (PW # 17571).

LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately September 1, 2008, and ending approximately August 31, 2009. Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract. Due to the ongoing nature of this work, the amount of contract award is unknown upon issuance of this RFP, and will be determined by the number of FEMA funded demolitions remaining upon contract award. LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Louisiana Office of Contractual Review.

1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants Division by June 10, 2008. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

Helen Hebert
Contracts and Grants Division
Louisiana Department of Environmental Quality
P. O. Box 4303
Baton Rouge, LA 70821-4303

or submitted by e-mail to: Helen.Hebert@la.gov

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions can be accessed by going to www.deq.louisiana.gov, Contracts and Grants Division. LDEQ anticipates questions and answers will be posted on the Contracts & Grants web page approximately June 16, 2008. Questions and answers that may potentially result in the disclosure of information from proposals of competing proposers will not be published.

1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should, be submitted to the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before June 30, 2008. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Laura McDonald, Contracts and Grants Division
Louisiana Department of Environmental Quality
602 N. Fifth Street, Room 931 (9th Floor)
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the LDEQ headquarters building. Therefore, proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to

dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. LDEQ will not acknowledge by mail or telephone timely receipt of proposals.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by LDEQ prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to LDEQ.

1.7 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in LDEQ's RFP process; however, LDEQ reserves the right to deviate from this schedule.

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	May 28, 2008	
Deadline for LDEQ receipt of written questions from prospective proposers	June 10, 2008	4:00 p.m.
Proposal due date and time	June 30, 2008	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately July 18, 2008	
Estimated initiation of the contract period	Approximately September 1, 2008	

PART II. GENERAL INFORMATION

2.1 “Foreign” Corporations Contracting with the State of Louisiana

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. NOTE: The certificate of authority should not be submitted with the proposal. However, the Louisiana Certificate of Authority must be provided prior to contracting with the LDEQ.

2.2 Disclosure of Ownership Affidavit

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. NOTE: The Disclosure of Ownership Affidavit should not be submitted with the proposal. However, the Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

2.3 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 26).

2.4 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See RFP Attachment 5, Sample LDEQ Contract, Article 15). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by LDEQ before work begins. Furthermore, the successful contractor must include all subcontractors as insured under its policies or must furnish separate certificates for each subcontractor before work begins.

2.5 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of LDEQ and will not be returned.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of LDEQ's requirements. Each proposer is solely responsible for the accuracy and completeness of its proposal.

3.2 Elements for Technical Proposal (Volume I)

Each proposer should address the elements described by this section in his Technical Proposal in the order listed.

3.2.1 Proposal Cover Sheet

Each proposer must complete the proposal cover sheet (RFP Attachment 1). **Proposals lacking a signed cover sheet shall be disqualified.**

3.2.2 Table of Contents

Each proposer should include a paginated Table of Contents to facilitate locating proposal information.

3.2.3 Scope of Services

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable.

Each proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

(1) Project Management

Describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with LDEQ. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

(b) Project organization

Provide a project-specific organizational chart identifying the proposer's key personnel and key subcontractor personnel proposed for work on this project. This chart should specifically include, but need not be limited to Project Manager, Inspector Supervisor, and back-up Inspector Supervisor. Individual inspector names are not necessary on the chart. However, the proposer should indicate sufficient qualified staffing to provide the required number of inspectors at all times. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for LDEQ, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

Describe the proposed approach to project management. Project management includes, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 2 (SOW), as well as all SOW Enclosures. Include a description of deliverables to be received by LDEQ as end products of the services rendered.

3.2.4 Personnel Qualifications and Experience

LDEQ anticipates the need for the following professional Contractor personnel or subcontractor personnel: Project Manager, Inspector Supervisor/Inspector Supervisor Back-up, and Inspectors, with relevant experience in conducting regulatory oversight.

Describe the qualifications and experience of all key personnel designated in the project-specific organizational chart (provided in Attachment 2, Statement of Work, Section 4.0) as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. Individual inspector resumes are not necessary; however, proposers should describe general inspector qualifications and experience in the proposal content. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

3.2.5 Company Qualifications and Experience

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include conducting regulatory oversight. Both government and privately-sponsored work may be included. Experience gained through previous contracts to LDEQ may be considered by LDEQ for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past three (3) years (i.e., since March, 2005). Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience information should be submitted in the tabular format provided in Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

- (a) the name and address of the client (sponsoring agency or company);
- (b) the name and telephone number of the client's contact person;
- (c) the project title and contract number;
- (d) the starting and ending dates of the project (contract term);
- (e) the total dollar amount of the project; and
- (f) a brief description of the project.

Each proposer may include as many entries as he desires, however, only complete entries will be considered. Because LDEQ may contact a representative sample of the listed clients as references during the evaluation process, proposers should verify that all client telephone numbers are current.

3.2.6 Subcontractors

All subcontractors used by the Contractor for this project should be identified on Attachment 1, Proposal Cover Sheet. The proposer should provide a signed letter of agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

3.2.7 Price Proposal (Schedule of Prices)

Each proposer must submit a price proposal using LDEQ's pricing structure provided in RFP Attachment 4, Schedule of Prices. No other format is acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of LDEQ. LDEQ will review the information and if necessary will issue any correction as an amendment to the solicitation.

The Commencement Conference lump sum price shall include all activities and resources, direct and indirect costs necessary for attendance by the Contractor at the commencement conference to be held at LDEQ Headquarters in Baton Rouge.

The hourly rates submitted by the proposer for the Project Manager, the Inspector Supervisor, and the Inspectors shall include all direct costs (including but not limited to: labor, supplies, equipment, incidentals and expendables, duplication / copying, communications, shipping and handling, taxes, etc.) all indirect costs (including but not limited to: fringes, overhead, personnel travel expenses, general and administrative costs), and profit related to the respective activities, with the exception of mileage reimbursed according to the State Travel Regulations.

Only Attachment 4, Schedule of Prices will be considered in evaluating the price proposal. Do not include any additional terms and conditions, company fee schedules, etc., they will not be considered.

3.3 Elements for Financial Information (Volume II)

In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Proposers should submit:

- (a) Financial Statements audited by an independent CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Audit Report for each year.

If the company has been in business for less than three years, proposer may substitute the following for this requirement:

- (a) Financial Statements audited by an independent CPA for each complete year in business and an interim Financial Statement audited by an independent CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Audit Report for the corresponding Financial Statements.

OR

if the above financial information is not available, the proposer should submit other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. a Performance Bond, letters from banks and other financial companies and a listing of debt including terms of any notes.

3.4 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., LDEQ records obtained in response to this RFP shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

A Selection Committee composed of LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by LDEQ and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

Upon completion of the Evaluation and Ranking Report, the highest rated proposal selected for award receives further evaluation through preparation of a Financial Statement Analysis. Prior to the award of any contract, the proposer must submit evidence of financial status sufficient to demonstrate its capability, and the capability of its subcontractors, to carry out the project.

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The responsible and qualified proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of LDEQ or his designee and the Louisiana Office of Contractual Review. The Secretary of LDEQ or his designee is the only individual who can legally commit LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Louisiana Office of Contractual Review.

4.2 Evaluation Criteria

All proposals will be evaluated according to the following weighted criteria:

- (1) 20 % Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).

- (2) 30% Qualifications and relevant experience of the proposer's key personnel and subcontractor personnel assigned to the project as applicable (Part III, Sections 3.2.4 and 3.2.6).
- (3) 20% Qualifications and relevant experience of the proposer and subcontractor as applicable in providing conducting regulatory oversight (Part III, Sections 3.2.5 and 3.2.6).
- (4) 30% Price (Part III, Section 3.2.7).

4.3 Price Evaluation Calculation

Due to the ongoing and changing number of demolitions potentially associated with this contract, and because the amount of contract award was unknown upon issuance of the RFP, a Financial Model will be used by LDEQ for price evaluation purposes. To compare proposers' unit prices, and to place emphasis on rate(s) where necessary, LDEQ will calculate a "total evaluation price" for each proposal by applying a weighting factor to the proposer's unit rates in each category. The weighting factors are listed in Table 2 below. These numbers will be used for evaluation purposes only and represent the relative proportions of work anticipated by LDEQ to be performed by the various labor categories. They are not intended to specify the level of effort to be provided by the Contractor, nor will the total evaluation price be in any way related to the contract award amount. A "total evaluation price" for each proposal will be calculated as the sum of the line totals in Table 2.

Mileage costs are not included in the Financial Model, as this item will be reimbursed according to the State Travel Regulations.

Table 2. Financial Model (To Be Completed by LDEQ)

Item	Unit	Evaluation Weighting Factor	Proposer Rate	Line Total
Post-Award Conference	Lump Sum	1		
Project Manager	Hour	33		
Inspector Supervisor	Hour	100		
Inspector	Hour	1,200		
Total Evaluation Price				

The proposal with the lowest Total Evaluation Price will receive the maximum possible points. All other proposals will be rated using the following formula:

$$30 \quad \times \quad \frac{\text{Evaluation Price of lowest proposal}}{\text{Evaluation Price of proposal being rated}} \quad = \quad \text{Proposal price points}$$

4.4 Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing LDEQ's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all proposers may be requested to make oral presentations of their proposals to enhance LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before July 10, 2008. Presentations will be made by the selected proposers on July 14, 2008, at a time assigned by LDEQ.

In the event oral presentations are requested, proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

4.5 Determination of Responsibility

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless LDEQ has first determined that such person or firm is responsible according to the standards described in this section. LDEQ must find that the selected proposer:

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements); and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;
- (d) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

4.6 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, LDEQ estimates that the contract will be awarded by approximately July 18, 2008, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ's decision in writing, and may request a post-award debriefing by contacting Laura McDonald at (225) 219-3812, or by e-mail at laura.mcdonald@la.gov.

4.7 Protest of the Solicitation or Award

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

Attachments to this RFP:

- (1) Proposal Cover Sheet
- (2) Statement of Work (SOW)
SOW Enclosures A-G
- (3) Experience Table
- (4) LDEQ Schedule of Prices Form
- (5) Sample LDEQ Contract
- (6) Indemnification Agreement

ATTACHMENT 1. PROPOSAL COVER SHEET

Project Title: "Demolition and Landfill Oversight"

Proposer:

Company Name

Company Address

Proposer's Contact Person:

Name

Title

Address

Telephone No. (_____) _____ FAX No. (_____) _____

Subcontractors (add lines as necessary):

<u>Name</u>	<u>Written commitment attached (Y/N)</u>
_____	_____
_____	_____
_____	_____

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from June 30, 2008.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).
5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

Signature

Date

ATTACHMENT 2. STATEMENT OF WORK
“Demolition and Landfill Oversight”
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ) requires the services of a well-qualified contractor to provide assistance in conducting regulatory oversight of demolitions and the handling and disposal of the resultant debris to ensure compliance with applicable environmental laws and regulations regarding asbestos, Household Hazardous Waste, and other hazardous wastes. The estimated number of properties associated with this LDEQ project is approximately 5,250. However, the number could range from 4,000 to 8,000, and the State does not guarantee a minimum number. Most properties are residential, however some commercial properties will be included.

1.1 BACKGROUND

After Hurricanes Katrina and Rita, it was estimated that more than 30,000 houses would require demolition due to damage caused by the storms. Regulatory oversight of these demolitions is necessary to ensure asbestos, HHW, and other hazardous wastes from the demolitions are handled and disposed of properly.

The Louisiana Department of Environmental Quality has the legal responsibility, and authority by EPA delegation, for the enforcement of asbestos regulations regarding demolitions (National Emission Standards for Hazardous Air Pollutants (NESHAP, Clean Air Act)), and other state air regulations regarding demolitions, and solid waste disposal by statute (Louisiana R.S. 30.2011). LDEQ normally conducts about 400 asbestos demolition / renovation inspections per year and inspects each landfill once per year. The highest priority inspections are for demolitions of structures designated as Regulated Asbestos Containing Material (RACM).

The demolition of RACM structures began in March, 2006. Initially, the LDEQ Surveillance Division conducted all demolition inspections. By October 20, 2006 LDEQ personnel had conducted inspections of 1,165 RACM demolitions. Inspectors were also conducting daily oversight inspections of the landfills receiving the debris.

To address the dramatically increased responsibilities, in September 2006 LDEQ submitted an Action Request (IAA-055) to FEMA for inspectors to assist LDEQ with oversight of demolitions and the resultant debris disposal. FEMA accepted the Action Request and then tasked the EPA with providing these inspectors by an Interagency Agreement Task Order on 09/28/06 (IAA-EPA-01-T004).

The additional EPA contract inspectors allowed most of the LDEQ inspectors return to their normal duties and expanded oversight capabilities to meet the increasing number of demolitions. From October 21, 2006 until April 6, 2008, the EPA Contract inspectors conducted 6,311 demolition inspections and 1,564 landfill inspections for a total of 7,875 inspections.

Recently the Interagency Agreement providing the EPA contract inspectors was extended through August 29, 2008. However, the transition from EPA contract inspectors to LDEQ contract inspectors will occur upon a fully executed LDEQ contract. It is estimated that about 5,250 demolitions will remain to be completed at that time. FEMA has authorized funding (PW # 177571) for this RFP to facilitate the transition from the EPA contract inspectors to LDEQ contract inspectors.

2.0 CONTRACTOR TASKS

The Contractor shall evaluate demolition activities for compliance with the Louisiana Emissions Standards for Toxic Air Pollutants (LESHAP) and other regulatory requirements specified in the LDEQ Demolition Assessment Guidelines for Inspectors (Enclosure A). Each demolition that is assessed shall be documented using either the Regulated Asbestos Containing Material (RACM) Demolition Assessment Checklist (Enclosure B) or the Construction & Demolition (C/D) Assessment Checklist (Enclosure C). The Contractor will document any areas of concern with digital photographs when appropriate. After consultation with the LDEQ Project Manager, the Contractor will provide written documentation of the areas of concern on the LDEQ Field Interview Form (Enclosure F).

The Contractor shall evaluate the handling and disposal of demolition debris in landfills for compliance with each landfill's LDEQ Permit and/or Interim Operational Plan. Assessments shall be completed according to the Construction and Demolition Landfill Assessment Inspection Guidance (Enclosure D). Landfill assessments shall be documented daily using the Construction Demolition Landfill Assessment Checklist (Enclosure E) and weekly with the LDEQ Field Interview Form (Enclosure F). The Contractor shall document any areas of concern with digital photographs when appropriate. After consultation with the LDEQ Project Manager, the Contractor will provide written documentation of the areas of concern on the LDEQ Field Interview Form.

All documentation shall be forwarded to the LDEQ Project Manager or his designee. ICS 214 forms (Enclosure G) and mileage logs (no LDEQ template provided) shall be required during this project to enable the State to verify time and mileage by the Inspectors and Inspector Supervisor. The mileage logs must contain the following information: License Plate number of vehicle, Driver, Beginning Odometer (for month), Date, Ending Odometer (by Date), Mileage (by Date), Parish(s) (by Date), and purpose (Landfill Oversight, Demolition Oversight, and/or Meetings).

2.1 COMMENCEMENT CONFERENCE

A commencement conference shall be held between the Contractor's key personnel and LDEQ staff to discuss the commencement of the project and answer any questions regarding the contract. This conference will be held at LDEQ Headquarters in Baton Rouge (602 N. Fifth Street) and is estimated to be approximately two hours in length. LDEQ will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood.

2.2 TRAINING

Each of the Contractor's inspectors shall attend training prior to performing oversight activities. The training will be presented by LDEQ staff members at the LDEQ Southeast Regional Office in Harahan, LA and typically lasts 10 hours. Such training is considered by LDEQ as 'on-the-job' training, and is thus compensated according to the Schedule of Prices rates. LDEQ reserves the right to waive the training for previously trained personnel as determined necessary. All new staff or staff substitutions shall be required to attend the training throughout the term of the contract as directed by LDEQ.

2.3 PROJECT OVERSIGHT AND MONITORING

During the term of the contract the Contractor shall:

- (1) Attend training as determined necessary by LDEQ;
- (2) act as LDEQ's on-site representative;
- (3) evaluate demolition activities, according to Statement Of Work (SOW) Enclosures A, B, C, & F;
- (4) evaluate the handling and disposal of demolition debris, according to SOW Enclosures D, E, & F; and
- (5) document any areas of concern on the Field Interview Form (FIF) after consultation with the LDEQ Project Manager (PM), and forward the FIF to the LDEQ PM.

2.4 IDENTIFICATION OF LANDFILLS

Landfills that will be monitored by the Contractor include but are not limited to:

- (1) Hwy 90 LLC – Hwy 90 C&D Landfill
5000 Hwy 90
Avondale, LA (Jefferson Parish)
- (2) River Birch Inc – River Birch Landfill
2000 S Kenner Ave
Avondale, LA (Jefferson Parish)
- (3) City of New Orleans Sanitation Department – Gentilly Landfill
10200 Almonaster Ave
New Orleans, LA (Orleans Parish)
- (4) Tidewater Landfill LLC – Coast Guard Road Sanitary Landfill
339 Coast Guard Rd
Venice, LA (Plaquemines Parish)
- (5) Paris Road Landfill (URG-TDSRS #1)
Paris Road
Chalmette, LA (St. Bernard Parish)

2.5 ASSUMPTIONS AND ESTIMATES INTENDED AS GUIDANCE

The following information is to be used as guidance only and does not reflect a firm outline of the project. This guidance is included in the SOW to be used as an approach anticipated by LDEQ. The Contractor shall be responsible for providing and assigning staff members as necessary as well as traveling necessary mileage to complete all tasks as specified by LDEQ and as specified during daily schedule overview meetings. The estimated numbers below were developed during RFP development and will change prior to award of the contract, as well as during the term of the contract as the project progresses.

Table 1. LDEQ Assumptions and Estimates

Parish	Estimated No. Demos	Estimated Demos/Day	Average Daily Personnel	Estimated Daily Mileage (per inspector)	Comments
St. Bernard	5,000	30	1 landfill inspector(s) 6 demolition inspector(s)	60	
Orleans	5,000	10	2 landfill inspector(s) 2 demolition	40	

Parish	Estimated No. Demos	Estimated Demos/Day	inspector(s) Average Daily Personnel	Estimated Daily Mileage (per inspector)	Comments
Plaquemines	160	1-2	* landfill inspector(s) 1 * demolition inspector(s)	200	*One inspector conducts both demolition & landfill assessments
Jefferson	50	1-2	1 landfill inspector(s) 1 demolition inspector(s)	60	
St. Tammany	120	1	No landfill inspector(s) 1 demolition inspector(s)	100	

3.0 PROJECT SCHEDULE

- (1) Demolition Oversight: The LDEQ Project Manager or designee will provide the schedule for each day's activities to the oversight Contractor during the daily meeting held each morning at 7:30 am. at the LDEQ Southeast Regional Office, 201 Evans Road, Bldg. 4, Suite 420, New Orleans, LA. The Inspector Supervisor and demolition Inspectors are required to attend this meeting. The daily meeting will be held on all days that there is demolition activity (typically Monday thru Saturday). The LDEQ Project Manager will attempt to alert the Inspector Supervisor by cell phone of any last minute scheduling arrangements as necessary. Additional scheduling related information can be found in Enclosure A, Demolition Assessment Guidelines for Inspectors.
- (2) Landfill Oversight: The LDEQ Project Manager or designee will provide the schedule for each week's activities to the oversight Contractor during the weekly meeting held each Monday afternoon at 5:30 pm. at the LDEQ Southeast Regional Office, 201 Evans Road, Bldg. 4, Suite 420, New Orleans, LA. The Inspector Supervisor and landfill Inspectors are required to attend this meeting.

4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide an adequate number of personnel to accomplish the required tasks.

- (1) The Project Manager should have a minimum of three years project management experience in oversight and monitoring.
- (2) The Inspector Supervisor should have a minimum of two years of supervisory experience, preferably in the supervision of inspectors and have a working knowledge of asbestos regulations (LESHAP/NESHAP). The Inspector Supervisor shall be available during all project activities and shall have the authority to act on behalf of the Contractor.

The Contractor shall also name a back-up Inspector Supervisor at such times as the primary Inspector Supervisor is unavailable due to illness or other situations accepted by LDEQ as being beyond the control of the Contractor. The back-up Inspector Supervisor should have a working knowledge of asbestos regulations (LESHAP/NESHAP), and shall be thoroughly briefed by the primary Inspector Supervisor before taking over his responsibilities at the site.

- (3) Inspectors should have two years experience conducting general inspections and a working knowledge of asbestos regulations (LESHAP/NESHAP).

Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual's customary rate.

4.1 LABOR CATEGORY DESCRIPTIONS

Table 2. Labor Categories

Labor Category Description	Responsibilities
Project Manager	Management of the project, administration of the contract and other tasks as assigned and described in 5.0 below, as applicable.
Inspector Supervisor	Provide oversight of both demolition and landfill Inspectors and serve as the primary point of contact for the LDEQ Project Manager. The Inspector Supervisor will be responsible for maintaining the Asbestos Assessment Database and the Landfill Assessment Database as described in 5.4.1 below and tasks as described in 5.0 below as applicable. Note: LDEQ will approve only <u>one</u> person at a time at the Supervisor rate. When both the Inspector Supervisor and the back-up Inspector Supervisor are on the job (during a transition or otherwise) the back-up will be paid at the "Inspector" rate.
Inspector*	Act as LDEQ's on-site representative to evaluate demolition activities and disposal of demolition debris for compliance with laws and regulations.

*Note: For purposes of this RFP, inspectors are considered both demolition monitors and landfill monitors.

5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management includes, but is not limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
 - (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and LDEQ; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings;
- (4) record-keeping; and
- (5) preparation and submission of submittals and deliverables.

5.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall, on his own time, and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract. The Contractor shall comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of this work.

5.2 HEALTH AND SAFETY PLAN

The Contractor is responsible for the health and safety of his personnel during the performance of this work. He shall maintain his own Health and Safety Plan and shall make this plan available for inspection by LDEQ upon request. The Contractor's plan must comply with all applicable federal, state, and local laws, regulations, ordinances, and codes regarding site health and safety, particularly OSHA regulations included in 29 CFR 1910.120. In the event of conflict between any of these requirements, the more stringent requirement shall be followed. The

Contractor shall be responsible and take all necessary precautions for the protection and safety of personnel involved in project activities.

5.3 REQUIRED EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

Each Inspector must have a vehicle for transportation, a digital camera, and Personal Protective Equipment (PPE). A GPS unit is recommended but not required to assist the Contractor in locating sites/properties. PPE shall meet or exceed OSHA requirements (29 CFR 1910.120) and includes but is not limited to:

- (1) Hardhat
- (2) Steel toed shoes (preferably with steel shank)
- (3) Safety glasses (wrap-a-around) or Goggles
- (4) Reflective Safety Vest
- (5) Hearing protection (ear plugs)

5.4 DELIVERABLES AND SUBMITTALS

The following deliverables and submittals shall be prepared by the Contractor and submitted as outlined below. Deliverables and submittals shall be corrected by the Contractor as necessary as directed by the LDEQ Project Manager.

Table 3. Deliverables and Submittals

Submittal (Enclosures)	Required For	Submitted To	Distribution to Others?	# Copies Required	Special Considerations
RACM Demolition Assessment Report (Enc: B&G, F and photos in template when used.)	RACM sites as defined by <u>Enclosure A</u> , LDEQ Demolition Assessment Guidelines for Inspectors, Page 1, Introduction	The LDEQ Project Manager by the end of the following work day.	N/A	Original and one copy	One report per RACM demolition site. Enclosures B,G,& F to be signed by Inspector and Inspector Supervisor

Submittal (Enclosures)	Required For	Submitted To	Distribution to Others?	# Copies Required	Special Considerations
C&D Demolition Assessment Report (Enc: C&G, F and photos in template when used)	C&D sites as defined by <u>Enclosure A</u> , LDEQ Demolition Assessment Guidelines for Inspectors, Page 1, Introduction	The LDEQ Project Manager by the end of the following work day.	N/A	Original and one copy	One report per C&D demolition site. Enclosures C,G,& F to be signed by Inspector and Inspector Supervisor
C&D Landfill Assessment Report (Enc: E&F, and photos in template when used)	Any oversight activity at C&D Landfills	The LDEQ Project Manager by the end of first day of the following work week.	N/A	Original and one copy	One report per landfill per week. Enclosures E&F to be signed by Inspector and Inspector Supervisor
<u>Enclosure F</u> , Field Interview Form (FIF)	<p>Demolitions: To be completed only after prior consultation with LDEQ Project Manager or Designee.</p> <p>Landfills: One FIF is completed per landfill per week as a summary of the daily landfill assessment checklists.</p> <p>Both Above: Photo(s) (in photo template) are to accompany FIF as appropriate.</p>	<p>Demolitions: The LDEQ Project Manager by the end of the following work day.</p> <p>Landfills: The LDEQ Project Manager by the end of first day of the following work week.</p>	<p>The yellow copy is given to the Demolition Supervisor</p> <p>The yellow copy is given to the or the landfill operator.</p>	Original and one copy	To be signed by Inspector, Inspector Supervisor, and reviewed by the LDEQ Project Manager or Designee.

Submittal (Enclosures)	Required For	Submitted To	Distribution to Others?	# Copies Required	Special Considerations
A CD with electronic (scanned) copies of all demolition and landfill reports	LDEQ tracking of demolition and landfill assessments	The LDEQ Project Manager the first week of the following month.	N/A	One copy	
Demolition Assessment Database	LDEQ tracking of demolition and landfill assessments	E-mailed to the LDEQ Project Manager on Monday of the following work week.		One copy	
Landfill Assessment Database	LDEQ tracking of demolition and landfill assessments	E-mailed to the LDEQ Project Manager on Monday of the following work week.		One copy	
Summary of Oversight Activities	LDEQ tracking of demolition and landfill assessments	E-mailed to the LDEQ Project Manager on Monday of the following work week.		One copy	
<u>Enclosure G</u> , ICS 214 Form	One form per day for each Inspector and for the Inspector Supervisor.	Demolitions: The LDEQ Project Manager by the end of the following work day. Landfills: The LDEQ Project Manager by the end of first day of the following work week.		Original and plus one copy in each report	

Submittal (Enclosures)	Required For	Submitted To	Distribution to Others?	# Copies Required	Special Considerations
Mileage Log (See 2.0 for details)	Each vehicle (daily log, compiled by calendar month).	With invoice, as specified in Contract Article 9.		Original	Submit with Invoices (Template not provided. Contractor format with LDEQ approval.
Timesheet	Project Manager	With invoice, as specified in Contract Article 9.		1 copy	Submit with Invoices

5.4.1 DATABASE MAINTENANCE REQUIREMENTS

The Contractor shall be responsible for maintaining a database on their own laptop or computer and external hard drive accessible by the LDEQ Project Manager or designee as described below:

There are two Excel workbooks that must be maintained by the Inspector Supervisor. The Inspector Supervisor maintains a copy of each workbook on his or her laptop. He or she enters the assessments done by the inspectors and e-mails a copy of each workbook to the LDEQ Project Manager once per week on Monday.

For landfill assessments, the following data is entered into the “Landfill Assessment Database”: Assessment Date; AI Number (unique to each landfill); Landfill Name; Landfill Address; City; Parish; and Inspector(s). There is only one spreadsheet in this database.

For demolition assessments, data will be entered into the “Asbestos Assessment Database”. This database has assessments divided into different categories with each category on a corresponding spreadsheet.

The categories are: C&D; RACM; RACM Floor Tile; Schools RACM; and Schools C&D. The following information is entered, under the appropriate category, for each demolition assessment: Assessment Date; Parish; Demolition Location; City; Demolition Contractor; Telephone Number; Inspector(s); and Observations.

The Contractor will receive up-to-date copies of the databases upon award of the contract.

5.5 PROJECT COMMUNICATION

The Contractor shall maintain communications and coordination with the LDEQ Project Manager or designee, including reporting problems encountered in performing this work and notifying LDEQ of schedule delays. The Contractor shall attend meetings as necessary to discuss specific requirements or problems with the LDEQ Project Manager or his designee. Meetings may be held at LDEQ Headquarters in Baton Rouge, the LDEQ Southeast Regional Office or on-site (at demolition sites and/or landfills). Interim conference calls may be required. Media inquiries shall be forwarded by the Contractor to the LDEQ Project Manager.

5.6 SUBSTITUTION OF PERSONNEL

To ensure efficiency and continuity, the Contractor's Project Manager, Inspector Supervisor, and Backup Inspector Supervisor shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution and
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced.

LDEQ reserves the right to require the replacement of any person assigned to work on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract.

5.7 CORRECTION OF DEFICIENT WORK

If required by LDEQ, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him prior to LDEQ approval of payment. Deficient work is defined as work that is (a) unsatisfactory, faulty or defective or (b) does not conform to the requirement of the contract documents. If the Contractor does not correct such deficient work on any deliverable within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor by way of a deduction from the total price of the contract. If corrections made to deficient work interfere with any LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

6.0 LDEQ RESPONSIBILITIES

As part of its responsibilities for assigned projects, LDEQ shall:

- (1) provide points of contact (liaisons) for technical and contract activities (LDEQ Project Manager and Contract Manager;
- (2) provide training on conducting demolition and landfill assessments according to LDEQ protocols;
- (3) assign specific demolitions to be assessed each day and landfills to be assessed each week;
- (4) provide LDEQ materials (RACM & C&D Demolition Assessment Checklists, C&D Landfill Assessment Checklists, Field Interview Forms, 214's, etc.) for the Contractor's work as necessary;
- (5) provide one office for the Inspector Supervisor and the use of a conference room for daily meetings at the LDEQ Southeast Regional Office in Harahan, LA.
- (6) monitor the Contractor's work through telephone communications, meetings and daily oversight of inspectors;
- (7) ensure that the Contractor maintains a Health and Safety Plan; and
- (8) review, require revision as necessary, and accept deliverables and submittals.

LDEQ will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, LDEQ shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

7.0 MEASUREMENT AND PAYMENT

Measurement and payment shall be in accordance to the sections below. Regarding Project Manager, Inspector Supervisor, and Inspector hourly rates, the following clarification is provided by LDEQ regarding 'overtime' and related issues: There will be no provision for paid overtime (i.e. a separate overtime rate).

Payment for Inspectors will be made for the actual number of hours worked conducting demolition oversight, landfill oversight, attending LDEQ called meetings, and travel to and from demolition sites, landfills and meetings. Time as verified on appropriate forms will be rounded to the nearest 15 minute increment (one-fourth of an hour (.25), half hour (.5), three-fourths of an hour (.75), and one hour (1.0) as appropriate for compensation purposes.

Normally demolition and landfill operations occur six days per week (Monday thru Saturday) and extend beyond eight hours per day. However, there will be no payment for days when demolition and/or landfill operations are suspended due to inclement weather or other causes.

The number of personnel needed will vary according to demolition activity. In the past there have been lulls in demolition activity. The Contractor will adjust the number of Inspectors as directed by the LDEQ Project Manager. The LDEQ Project Manager will provide a minimum of a one week notice when additional personnel are needed.

7.1 PAYMENT FOR COMMENCEMENT CONFERENCE

Payment shall be made in accordance with the lump sum provided in the Schedule of Prices, Attachment 4. Payment will be made by LDEQ following completion of the conference.

7.2 PAYMENT FOR PROJECT OVERSIGHT AND MONITORING

Payment for activities related to project oversight and monitoring will be limited to the categories outlined below.

7.2.1 PAYMENT FOR PROJECT MANAGER

Payment for Project Manager activities shall be made for the actual number of hours worked (except as noted below) in accordance with the hourly rate provided in the Schedule of Prices, Attachment 4. Timesheets shall be submitted to facilitate LDEQ verification of hours on invoices. Regarding the exception noted above, compensation for Project Manager time shall not exceed 35% of the Inspector Supervisor's time during any given period of performance.

7.2.2 PAYMENT FOR INSPECTOR SUPERVISOR

Payment for Inspector Supervisor activities shall be made for the actual number of hours worked in accordance with the hourly rate provided in the Schedule of Prices, Attachment 4. LDEQ will not compensate separately for meals, lodging or other indirect costs. ICS 214 forms shall be submitted to facilitate LDEQ verification of hours on invoices. LDEQ will approve only one person at a time at the Supervisor rate. When both the Inspector Supervisor and the back-up Inspector Supervisor are on the job (during a transition or otherwise) the back-up will be paid at the "Inspector" rate. Note: Reimbursement at the Inspector Supervisor rate is acceptable for supervisor time spent during oversight related travel.

7.2.3 PAYMENT FOR INSPECTOR

Payment for Inspector activities shall be made for the actual number of hours worked in accordance with the hourly rate provided in the Schedule of Prices, Attachment 4. LDEQ will not compensate separately for meals, lodging or other indirect costs. ICS 214 form shall be submitted to facilitate LDEQ verification of hours on invoices. For purposes of this RFP, demolition monitors and landfill monitors are considered “inspectors” to be compensated at the same rate. Note: Reimbursement at the Inspector rate is acceptable for inspector time spent during oversight related travel.

7.2.4 PAYMENT FOR MILEAGE ACCORDING TO LOUISIANA TRAVEL REGULATIONS

Payment for travel (i.e., mileage only) related to demolition oversight and landfill oversight shall be made according to the State Travel Regulations:

<http://www.doa.louisiana.gov/osp/travel/travelpolicy/travelguide.pdf>. Mileage logs (signed by the Inspector (driver) and Supervisor) shall be required prior to reimbursement of mileage. Mileage logs shall be submitted with invoices according to Section 5.4 Deliverables and Contract Article 9. The mileage logs must contain the following information: License Plate number of vehicle, Driver, Beginning Odometer (for month), Date, Ending Odometer (by Date), Mileage (by Date), Parish(s) (by Date), and purpose (Landfill Oversight, Demolition Oversight, and/or Meetings).

Enclosures to this SOW:

- A - LDEQ Demolition Assessment Guidelines for Inspectors
- B - RACM Demolition Assessment Checklist
- C - C/D Demolition Assessment Checklist
- D - Construction & Demolition Landfill Assessment Inspection Guidance
- E - Construction Demolition Landfill Assessment Checklist
- F - Field Interview Form and Instructions
- G - ICS 214 Form

Louisiana Department of Environmental Quality Demolition Assessment Guidelines for Inspectors

Introduction

Before a hurricane damaged house can be demolished, the parish or Corps (Corps of Engineers) contractor must determine if the house contains RACM (Regulated Asbestos Containing Material).

If samples can be taken from the house, then this will determine if RACM is present. If samples cannot be taken, due to the house being unsafe to enter or structurally unsound, then the house is assumed to contain RACM. You will be performing assessments on houses that either tested positive for RACM or are assumed to contain RACM because samples could not be taken.

On your demo schedule (provided daily by the demo contractor), you will also see C & D demolitions listed. These properties either tested negative for asbestos or were “down by the storm” (meaning that no walls were left standing after the hurricane). In either case these are nonregulated demolitions, as are demolitions performed by a homeowner, home owner’s contractor or those performed by a volunteer group. Although nonregulated, insofar as LDEQ Asbestos Regulations are concerned, C& D demolitions must still comply with LDEQ Solid Waste and Air Regulations. You will also be performing assessments on these demolitions.

Finding the Site

- Generally speaking, the demo schedule you receive will list the contractor’s crews and the order in which they will demolish their assigned houses. Just start with the first house assigned to the crew for that day.
- We will provide a contact list for the contractor that you are working. If you have trouble finding a crew, the best way to track them down is to call the contractor.
- At times you will arrive at a site only to find that the demolition has been held up due to equipment problems, broken gas or water lines, still connected power lines, etc. In these cases, move on to the next crew on your list rather than trying to “wait the problem out” at the site and return later in the day.

Arriving Onsite

- Before exiting the vehicle, make sure you are wearing proper PPE. This includes steel-toed boots, hardhat, wrap-around safety glasses (or glasses with side shields), and a Type 2 safety vest...
- Introduce yourself to the asbestos supervisor, the prime contractor representative, and the parish demo monitor.
- Never cross the hot zone barrier and enter into the hot zone.
- Try to stay upwind while observing demolition activities.

The Hot Zone

- The containment area, or “hot zone”, must have a barrier.
- The size of the hot zone will vary as determined by the contractor. The LDEQ does not have the regulatory authority to determine the size of the hot zone.
- All persons actively engaged in the demolition of a RACM house must be accredited. Normally this will be the equipment operators, the asbestos site supervisor and his crew, and the person performing air monitoring at the site. Note: Nonaccredited individuals (truck drivers, FEMA archeologists, contractor personnel, etc.) may enter the hot zone during periods when the demolition is not in progress (lunch. breaks, etc.). This is OK. The LDEQ is only interested in those individuals actively engaged in the RACM demo, and, who are performing air monitoring, supervising the hot zone crew, or who are working in the hot zone during the RACM phase¹ of the demolition.
- The LDEQ does not regulate the use of PPE (respirators, Tyvec, etc.) and is not involved with safety issues at RACM sites as per our regulations. These are OSHA issues and any questions regarding these issues should be directed to OSHA.
- The “burrito wrap” must be completed in the hot zone or an adjacent (and contiguous) work zone. LDEQ inspectors or START contractors may enter the work zone, in order to inspect a completed burrito wrap, after the burrito wrap is complete and the barrier tape has been dropped. Note: Wrapping asbestos tape around a truck does not meet the LDEQ definition of a work zone.
- The hot zone barrier tape can be lifted up or untied to allow the trucks in or out of the containment area and should be replaced immediately afterwards.
- Once the hot zone has been set for the day, and the demolition has begun, the contractor cannot shrink the hot zone. Note: In some cases, a contractor will tape off a “work zone” adjacent to the hot zone. This “work zone”, sometimes used as a barrier to keep people away from the site or to complete the burrito wrap, can be adjusted as the contractor sees fit. The work zone must be adjacent to, and contiguous with, the hot zone.

Asbestos Accreditations

- Hot zone workers (the site asbestos supervisor, his crew, and the equipment operators), and the individual performing air monitoring, must maintain onsite their LDEQ Certificate of Accreditation (or a copy) and a photo ID, or their LDEQ accreditation photo ID. These documents must be shown to LDEQ inspectors or START contractors upon request. Contractors must check each of the above individuals for these documents, before work begins, in order to ensure compliance with LDEQ regulations. If proof of accreditation is not onsite, then

¹ Once all of the RACM debris (i.e., all of the debris associated with the house) has been removed from the site, then any remaining material is considered C & D debris and our RACM rules do not apply. This being said, some contractors have elected to treat the remaining debris as RACM and as such must follow our RACM guidelines.

an individual is assumed to be nonaccredited. You need to check each of the above individuals for these documents.

- A LDEQ certificate of accreditation, used as proof of accreditation, must be accompanied by a driver's license or some other government issued ID to ensure that the individual's identity is not forged. If this isn't available, then a photo ID issued by the Asbestos Training Provider, who performed the individual's training, may substitute.

The LDEQ maintains a database of accredited individuals and this information can be found at: <http://www.deq.louisiana.gov/portal/Default.aspx?tabid=2251> under the heading entitled, "**Louisiana Asbestos Accreditation Lists by Discipline.**" As this database is updated periodically, contact Becky Barbier, of the LDEQ (225.219.0932), for any questions concerning the accreditation status of an individual.

- Air monitors and asbestos supervisors are required to maintain proof of their Contractor/Supervisor accreditation onsite. Their accreditation # will contain an "S", as in 7S01194. Note: An asbestos supervisor may supervise more than one site as long as they are adjacent to each other. In all cases, the Asbestos Supervisor must be on site and supervising the hot zone crew while the demolition is in progress.
- The person performing the air monitoring, or the equipment operator, may also act as the asbestos supervisor. This is permitted as long as he has the DEQ contractor/supervisor accreditation, stays on site during the demolition, and is actually supervising the hot zone crew.
- Other hot zone workers need to have, at the least, a worker accreditation. A worker accreditation # will contain a "W", as in 7W01192. A contractor/supervisor accredited person may work as a hot zone worker; however, a worker may not supervise the job site.
- Be sure to check the equipment operators for proof of accreditation. Often, the asbestos supervisor will not have proof of their accreditation as the equipment operators normally work for a different subcontractor.
- A hose operator may be nonaccredited as long as he remains outside the hot zone while demolition activities are taking place. If this is the case, ensure that the debris is being adequately wetted as it may be hard to reach all areas of the demolition from outside of the hot zone.
- Do not rely on a contractor provided list showing that they have checked onsite accreditations. I have found these lists to be incorrect in the past.
- You have the right to inform site personnel that they cannot work in the hot zone if nonaccredited, however, you don't have the authority to shut down a demolition.
- If you need to check accreditations of individuals working in the hot zone, do not shut down the work in order to perform your check. Instead, have the workers come out of the hot zone one at a time in order to prevent a delay in the demolition. Note: Before you can talk to the hot zone workers they may have to remove their PPE in a decontamination zone first.
- Please be aware that some workers may try to use falsified accreditations. In trying to determine if an accreditation certificate/ID is false, pay special attention

- to the font used, look for obvious signs of tampering (with the accreditation IDs), and in no case should two accredited workers have the same accreditation or AI #.
- If you find a nonaccredited worker onsite, note this on the FIF (Field Interview Form) and include the individual's name and his job at the site (hot zone worker, equipment operator, etc.). Also note on the FIF if you observed the individual working in the hot zone and include the names of onsite personnel with whom you discussed the Area of Concern. Areas of Concern must be communicated to the asbestos supervisor, the prime contractor representative and the parish monitor.

Air Monitoring

- Air monitoring is not a LDEQ requirement; however, it is strongly recommended by the USEPA and may be required by FEMA. If air monitoring is being conducted, as noted in the Section above, an asbestos contractor/supervisor accreditation from the LDEQ is required. Note: You will not see air monitoring taking place at every RACM site. Once a contractor has accumulated thirty days of historical data showing “under the limit” asbestos fiber counts, OSHA may suspend air sampling requirements. For our purposes it is sufficient to just note whether this activity is taking place at the site.

Rolling on RACM Debris with Heavy Equipment

- Rolling on RACM Debris with heavy equipment is not permitted without prior approval from Anis Abdelghani or Kevin Cousins. Notice should be given at least 48 hours in advance (by email) in order to allow time for the LDEQ to visit the site in order to determine the validity of the request. Mr. Abdelghani's email address is: anis.abdelghani@la.gov and Kevin's address is kevin.cousins@la.gov. Note: If a contractor has permission to roll on RACM at a site you will be informed of this when you get your morning assignment. If a contractor tells you that he's gotten permission to roll on RACM and this is the first you've heard of the accommodation, then chances are that they didn't get permission from the DEQ.
- A bobcat with rubber tires/treads cannot roll on RACM, however, it may roll on VAT (Vinyl Asbestos Tile) that is still fixed in place on a slab. Note: This exception only applies to floor tile that is in good condition. If the floor tile has been exposed to UV rays for an extended period of time it may crumble under the weight of a rubber tired bobcat.
- What part of a RACM house is considered to be RACM? Any part of the house or its supporting structure that is above ground level. This definition would include the cinderblocks that a raised house is resting on.
- If heavy equipment is observed rolling on RACM, then you should write on the FIF that the “excavator (bobcat, skid-loader, etc.) was observed rolling on RACM debris at the site”. Discuss the issue with onsite personnel (asbestos supervisor, prime contractor representative and the parish monitor. Document your

conversations with the above on the FIF including the names and titles of the individuals you talked to.

- RACM, as mentioned above, is any part of the house (meaning house debris) that is still onsite. Once the house has been removed, the site is technically a C & D (Construction and Demolition Debris) site and LDEQ RACM regulations do not apply (the exception being where the contractor has elected to treat lot clean-up debris as RACM).
- If possible, try to get a picture of the heavy equipment on top of the RACM debris.

Recycling of Non-RACM Debris

- The salvaging of materials, incidental to a RACM demolition, has long been recognized as a good practice to conserve landfill space and recycle usable material. In order to qualify as non-RACM, the material has to pass a visual inspection conducted by a LDEQ Accredited Asbestos Inspector. If no suspect material is visually detected, it can then be reused. So far, this issue has only been raised twice. In one case a homeowner who wanted to save the pilings that his house was built upon and the other case involved a homeowner who wanted to salvage some cypress beams. In all cases, contractors should get approval from the LDEQ to recycle Non-RACM debris from RACM sites.

Wetting of Debris

- The structure must be adequately, or sufficiently, wetted² before and during the demolition. The exception being when the debris is already sufficiently wet due to rainfall. If any dust is observed prior to or during demolition and/or loading, the material is not sufficiently wet.
- The excavator/bobcat should not be working unless someone is manning the water hose, ready to spray water if necessary.
- If two pieces of equipment are working, then two water hoses may be needed to ensure adequate control of dust emissions.
- In some cases, one source of water may not be adequate to control dust emissions at a site. The LDEQ strongly recommends that contractors have another source of water ready in case such is needed.
- During lot grading/clean-up operations a contractor must use water to control dust emissions.

² The EPA, in their latest “No Action Assurance” letter recommends thoroughly wetting the interior of structures to the extent possible through windows and door openings and/or through openings made into the attic spaces and/or walls from the exterior prior to demolition. Where field conditions allow, the EPA also recommends that amended water be used for wetting, as this significantly reduces the potential for asbestos release. The surfactant added to the water provides better wetting than regular water and helps ensure that the “no visible emissions” standard is met. An example of how to use a wetting agent can be found in EPA’s “Guidance for Controlling Asbestos-containing Materials in Buildings”, EPA-560/5-85.024 (Purple Book). This publication can be found at the following link: www.epa.gov/nscep/

- If there are visible dust emissions, then wetting is not adequate. The criterion is no visible emissions. If emissions are observed, then you should write in the FIF that “dust emissions were observed rising from the RACM debris during the demolition of the house”. Also note whether the emissions were observed leaving the hot zone and document your discussions with onsite personnel about the Area of Concern. If possible, try to get a picture of the dust emissions.

The Burrito Wrap

- The idea is to create a leak-tight bag that will slide out of the truck in one piece at the landfill. In order to verify that a burrito wrap is leak-tight, START contractors should inspect all loaded RACM trailers before they leave the demolition site. Note: You must wait for the loaded trailer to leave the hot zone, or the barrier tape for the work zone dropped, before checking the burrito wrap.
- RACM must be sent to a landfill that is permitted by the LDEQ to accept such material. A listing of landfills approved to accept RACM can be found at: <http://www.deq.louisiana.gov/portal/LinkClick.aspx?link=permits%2fAsbestosandLead%2fRecognized+Regulated+Asbestos+Landfills.pdf&tabid=2251>
- LDEQ regulations require that the plastic/poly used for the burrito wrap be transparent or clear. The reason for this is that once the RACM is sealed in the burrito wrap, evidence of adequate wetting is considered to be the formation of water droplets on the inside of the wrap. As a test, the project site Supervisor may lay a single layer of plastic over his hand and if he can still see his hand, then the plastic meets the LDEQ requirements. Note: Solid colored plastic/poly is never acceptable.
- The LDEQ does not regulate poly thickness, only that the burrito bag retains its integrity during the trip to the landfill.
- The poly cannot be glued to the side of the truck or taped to, or over, the center crossbar of the trailer. Note: Center crossbars are only found in the large eighteen wheeler “type” trailers.
- If the burrito bag is made from separate pieces of plastic, the bottom and/or corner seams of the bag must be sealed with tape and/or glue in order to form a leak-tight container. Contractor personnel should check lined trucks, before loading, to ensure that all seams have been taped and/or glued.
- A generator label, preferably written with an indelible marker directly on the plastic, and an asbestos warning label must be applied to the top of the burrito wrap.

The generator label must state the origin of the debris (Ex: Corps/Hurricane Katrina), the address of the demolition site, and the date. Note: LDEQ regulations do not specify any standards for the generator label other than the information required. As such, the generator information may be hand written on a sheet of paper that is permanently attached to the burrito wrap.

The asbestos warning label should be an OSHA approved tri-color sticker (usually black, red, and white). If the warning sticker is a tri-color commercially supplied product, the LDEQ will consider it to be adequate. Also, the asbestos warning sticker may have blanks for the generator label information. If these

blanks are completed with the proper information, a separate generator label is not needed. The generator label and/or asbestos warning label should be placed on the top of the burrito wrap in the front/left quadrant of the loaded trailer (the corner closest to the driver).

- Before checking a burrito wrap, ask the asbestos supervisor if the truck is “ready to leave the site”. This way, if we find a problem, the contractor cannot say that we checked the truck before they were finished with it. Just be sure to document the conversation in the FIF.
- When checking a burrito wrap for leak-tightness, the Supervisor needs to ensure that there are no visible openings in the top/sides of the burrito wrap and that debris (pipes, 2X4s, etc.) is not sticking-up out of the trailer in a way that might puncture the wrap while in transit. Normally, burrito wrap problems can be fixed by the crew with duct tape, the exception being a burrito wrap where the seams have broken open or where the debris has torn a large hole in an inaccessible part of the burrito wrap. In these cases, the burrito wrap cannot be properly repaired without dumping the load (back onto the RACM site) and then relining/reloading the truck. You have the authority to make this call (please call Mr. Anis, or Mr. Kevin before taking this step).
- Do not climb directly on a loaded RACM trailer. Ask site personnel for an appropriate sized ladder and a spotter.
- A partially loaded RACM trailer may be moved to another site without completely sealing the burrito wrap (Note: the plastic flaps should still be draped over the RACM, they just don’t have to be sealed). However, the sites must be within three blocks of each other. Our intent here is that any movement of a partial load, as described above, be kept to an absolute minimum and that said truck must not travel on, or cross, a major street. Note: If a contractor commingles RACM debris from two sites, in the same trailer, then two generator labels must be placed on the burrito wrap (one for each address).
- If possible, try to get a picture of the defective burrito wrap.
- Discuss the Area of Concern with onsite personnel and document same in the FIF.

Leaving RACM Debris Overnight on the Demolition Site

- In some cases a contractor will have to leave RACM debris onsite overnight due to the inability to finish a demolition on the same day that it was started. This is OK provided that: the debris is wetted; the debris is covered with plastic that has been secured in place; asbestos warning stickers have been placed on all four sides of the plastic covering the debris pile; a barrier is in place around the RACM debris; and, the site is the first on the schedule to be started the next day. Note: The barrier placed around the RACM debris must be labeled “Danger Asbestos”.
- In populated areas, temporary construction fencing (with asbestos warning signs, warning stickers or warning tape) must surround the RACM.
- If part of the house is still standing (in a populated area), then the house should be surrounded by the temporary construction fencing as well. Note: If a demolition site has fencing (chain link, etc.) bordering the site, then the

temporary construction fencing need only be placed across the non-fenced part of the property. In both cases above, when using the orange construction fencing or the site fencing, the fencing must be labeled with "danger asbestos". The asbestos warning tape normally used to surround a hot zone during demolition will suffice for this purpose.

- RACM debris storage on a demolition site is not permitted for a time period beyond one overnight period of storage with one exception; demolition debris may be left onsite for the period from Saturday evening through Monday morning as long as all of the applicable rules above are followed.

Staging of Full or Partial RACM Loads Overnight

- Trucks containing demolition debris from RACM houses may be stored overnight at a truck stop or other parking area near the hotel where the truck drivers are staying. The demolition debris must be properly burrito wrapped and covered by a heavy tarpaulin with straps tying down the load and the trailer/roll-off must be labeled for overnight storage. Because the debris is wrapped in such a manner, tarped, strapped, and labeled, and the trailers/roll-offs are approximately 13' in height, the Department feels that this procedure meets the regulation regarding "secure area" in LAC 33:III.5151.J.1.a.vi of the Louisiana Air Quality Regulations.
- In unpopulated areas, partial or full loads may also be left overnight at a RACM demo site provided that the truck is parked in the hot zone and the hot zone barrier tape is in place.
- In both of the cases above, the driver of the RACM load will need two ADVFs: one for the day of storage and one for the day of disposal.

Truck Labeling Requirements

- Vehicles used to transport asbestos containing waste must be marked during the loading and unloading of waste so that the signs are visible. The markings must conform to the requirements detailed in LAC 33:III.5151.I.4.a.i, ii, and iii.
- Please note that the OSHA citation has changed and is currently under 29 CFR [1926.1101\(k\)\(8\)\(iii\)](#), as opposed to the current LDEQ regulations.
- Labels shall be used in accordance with the requirements of 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard, and shall contain the following information:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

ADVF

- For FEMA financed residential demolitions only, the Department has developed a new procedure where one ADVF, per contractor, per parish, per day is authorized. Each ADVF is issued an addendum to the ADVF issued by the LDEQ Air Permits staff in the Baton Rouge office, and each truck must have a copy of the ADVF designated for that day with them prior to leaving the site. The original ADVF designated for that day along with an addendum form must be used by the first truck bringing waste to the landfill. All subsequent trucks must carry a copy of the ADVF during transportation and arrive at the landfill with the copy. The Contractor may make as many copies as needed of the ADVF designated for that particular day. This system is used by the landfill to track and tally all loads and quantities of each load delivered to the landfill. Other than checking for the ADVF (Asbestos Disposal Verification Form), do not spend any time on this issue.

Debris Management

- Contractors are required to remove HHW (household hazardous waste), EW (electronic waste), white goods (household appliances), tires, & gasoline powered equipment (if these items are present). Note: The contractor must not crush, or roll over, refrigerators or room air conditioning units. Doing so could result in the release of Freon.
- No person shall evacuate Freon directly into the atmosphere from a central air conditioning system or refrigerator. Please contact the Southeast Regional Office (SERO) contacts, Anis Abdelghani, Kevin Cousins, or Wayne Desselle immediately if you observe this action. The phone number for the Southeast Regional Office is 504.736.7701.

Asbestos Removal & Abatement Contractor's Licensing Requirements

- In accordance with the LDEQ Air Quality Regulations, LAC 33:III.5151.F.1.f, any contractor performing removal (demolition or renovation) of asbestos containing material that involves Regulated Asbestos Containing Material (see definition in LAC 33:III.5151.B) must become licensed by the Louisiana State Licensing Board for Contractors (LSLBC). You may contact this agency by phone 225-765-2301 or view their web site for additional information at <http://www.lslbc.state.la.us>
- Note: The LDEQ only requires an asbestos removal and abatement contractor's license for the contractor(s) or subcontractor(s) who are actually performing the RACM demolition, however, the Louisiana State Licensing Board for Contractors requires that all parties involved in asbestos removal and abatement (both primes and subcontractors) be licensed (LA R.S. 37: 2150.1.4.c).

Paperwork

- FIFs need to be filled out if any Areas of Concern are found at the demolition site. This includes problems or issues that are corrected during the site visit. This is important in order to get an overall view of how a contractor is performing and so that the prime contractor and /or the Corps are aware of Areas of Concern.
- Before you leave the site, have the asbestos supervisor sign the FIF and give him the yellow copy. The pink and yellow copies should be left with the prime contractor site representative and the Corps Q.A. or Parish Monitor.
- Complete one 214 for the entire day.
- A checklist needs to be completed for each active site (RACM or C&D). If you arrive at a site and the work is complete, make a note of the site visit on the 214 but do not complete a checklist.
- Please be sure to fill in all of the blanks on the checklist, including the name of the town or city that the demo is occurring in. In St. Bernard Parish, you can ask the demo crew for the “city” information (this information should be on the demolition site paperwork).
- If a checklist item is not applicable, make a note why. For example, write “no trucks on site” for not checking off the block addressing placing debris in visqueen.
- Two copies of the 214, checklist, and FIF (if used) are needed for each assessment performed (please staple each set), along with the originals. Please place the originals and the copies into the “demo box” located in the “demo room”.
- Please turn in your paperwork by the following workday.
- For those of you who prefer to type their reports; let me know and I’ll send you electronic copies of the check lists and the 214.

Miscellaneous

- Be sure to leave your cell phone number or beeper number with Anis Abdelghani or Kevin Cousins so that we can contact you with possible changes in the day’s schedule (we’ve had days when the demos get called off due to rainouts, etc.)
- Do not share contractor contact phone numbers with other contractors. I’ve been told that they will use this information to try to hire employees from the competition.
- Photos should be placed into a photo template and attached to the report (or e-mailed to me so that I can attach them to the report, if you’re from out-of-town). Ask Kevin to email a photo template to you if needed.
- Try to hit one of the crews on your list twice in the same day. We don’t want them to think that they’re “home free” for the day after our initial assessment. Detail the second visit on the 214, but don’t fill out a checklist unless you find a problem. Also, it won’t be necessary to check the accreditations again unless you observe new personnel working at the site in the hot zone.

- If you find an “Area of Concern” at a site, be sure to bring this to the attention of Anis Abdelghani or Kevin Cousins as soon as possible (we like to address these problems as quickly as possible).
- You should be equipped with a box of disposable gloves for use when checking burrito bags in loaded trailers.
- Questions? Call Mr. Anis or Kevin ...our phone numbers are printed at the bottom of the Demolition Assessment Checklist.

**ADDENDUM ONE
RACM DEMOLITION GUIDELINES
FLOOR TILE REMOVAL
11/14/2006**

The following guidelines apply to floor tile and sheet goods (the two products hereafter referred to as “tile”) removal on slab foundations to which they are glued. This addendum pertains to the “After the Fact” VAT on slabs from houses that were not initially removed during the initial demo. These tiles are in poor condition due to exposure to the elements for about a year. Observation of a tile removal revealed that, when removed by hand scrapers, the tiles were easily crumbled and, therefore, are RACM. The following guidelines have been developed to assist with regulatory compliance during the removal process.

- Questions regarding the ADVF needed for the removal should be addressed to Jodi Miller.
- The Demo Protocol document is in full effect, including the use of water as containment. It is not necessary to “tent” the slab.
- Since the RACM is bagged, instead of being loaded in bulk into a roll-off box, each bag shall have a generator label and marked with the Danger Asbestos signage. The bag containing RACM will be of burlap or synthetic fiber. This prevents the tile from cutting the poly bag. The bag containing the RACM does not have to be clear. The first bag is then put into the clear, labeled bag. The leak-tight wrapping applies to each bag.
- The adequately wet standard, as applied to bagged material, is that water droplets (condensation) should be observed inside of the bag.
- When the removal is finished, the slab shall be cleaned of all loose debris (5151.F.3.1.). The use of a squeegee would assist in the cleanup and eliminate pooled water that would interfere with the next step.
- The removal area shall be encapsulated³ with a nonwhite pigmented product compatible with the contact surface. Its ability to withstand the elements should be considered.
- The “hot zone” barrier shall not be taken down until the encapsulant has dried. When dry, the slab and the adjacent area become nonregulated.
- The absence of houses in the removal area provides a clean sightline. For this reason one Contractor/Supervisor is permitted to manage two tile removal sites, no more than one block apart in any direction.

³ *Encapsulation*—the treatment of asbestos material with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers by the encapsulant creating a membrane over the surface (bridging encapsulant) or penetrating the material and binding its components together (penetrating encapsulant).

ADDENDUM TWO
CONSTRUCTION DEBRIS AND RACM DEMOLITION GUIDELINES
PRE-CLEANING OF THE SURROUNDING AREA
1/3/07

Category I and II materials, primarily floor tile and transite shingles, are being found in the area surrounding demolition sites, both C&D and RACM. They are incidental, random pieces, probably blown off of or floated away from adjacent properties. The equipment associated with a demolition may cause these materials to become regulated. The following measures are required to be performed prior to staging equipment.

Clear the surrounding area of all material that is suspect for asbestos. The surrounding area is defined as anyplace where a piece of equipment, used in the demolition process, could roll over suspect material thereby causing that material to become regulated. An example of surrounding area is the route to and from the backhoe's transportation trailer.

The word "clear" means to visually inspect the area for suspect materials and remove it if there is potential for impaction. Clearance air monitoring is not part of this work plan.

If suspect material is found to be prevalent, the contractor may elect to sweep the area. The area swept shall be kept adequately wet while sweeping.

If a pile of debris will have to be rolled on, then the pile shall be reduced to a single layer to enable an inspection or removed in toto.

The intent in the above guidelines is that non-regulated asbestos-containing materials not be made regulated during the course of demolition activities at the site.

This is a "stand alone" document for pre-cleaning. Nothing in this document changes the initial "Guidelines" document or Addendum One.

**ADDENDUM THREE
HURRICANE KATRINA RACM DEMOLITION GUIDELINES
REMOVAL OF VINYL ASBESTOS FLOOR TILE (IN GOOD CONDITION)
1-31-07**

Flooring that contains asbestos, when intact and in good condition, is generally considered non-friable and non-regulated.

Any intentional removal of vinyl asbestos floor tile (VAT) by mechanical means would make the VAT regulated. However, during the course of demolition and in trying to remove Construction and Demolition (C&D) debris from single dwelling residential structures, any (VAT) that comes up will be considered incidental. Following debris removal at the site, use of hand tools such as hand chippers, flat head shovels, etc. to remove VAT from the structure will be considered non-regulated material, and should be disposed with other C&D material from the site.

If the material cannot be removed by hand tools, and mechanical means must be used to remove the VAT, the VAT material will be considered regulated.

As always, although the LDEQ does not enforce OSHA regulations, OSHA worker protection guidelines shall be followed as appropriate.

ADDENDUM FOUR
HURRICANE KATRINA RACM DEMOLITION GUIDELINES
FEMA FINANCED DEMOLITIONS OF COMMERCIAL STRUCTURES
(Revised 9/25/07)

This addendum refers to FEMA financed demolitions of commercial buildings. Existing RACM Demolition Assessment Guidelines for Contractors will be used as a guide for commercial demolitions financed by FEMA with the following exceptions:

1- The commercial structure must be inspected and Regulated Asbestos Containing Material (RACM) removed prior to demolition unless "...the facility is being demolished under an order of a state or local government agency, issued because the facility is structurally unsound and in danger of imminent collapse" or "the facility demolition is financed by FEMA and cannot be inspected because it is structurally unsound and unsafe to enter." Commercial structures that are deemed environmentally unsound only cannot be considered the same as structurally unsound. RACM removed prior to demolition will require one, unique, ADVF for each load. The one ADVF per day is not allowed.

2- RACM from commercial structures cannot be disposed at "Enhanced Landfills", and must be properly disposed in Type I or II disposal facilities recognized to accept this type of waste.

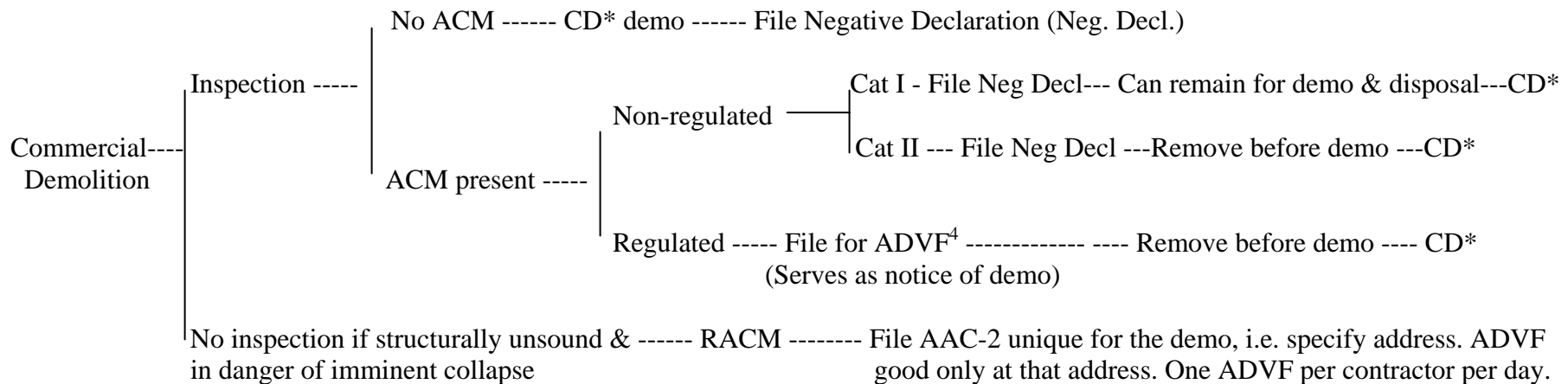
3- Emergency notifications for FEMA financed commercial structures will be accepted based on the definition, in part: "a demolition or renovation operation was not planned but results from a sudden unexpected event that, if not immediately attended to, presents a safety or public health hazard..."

4- Due to the large number of commercial structures that will be demolished in a short timeframe, the "Addendum to ADVF Procedure," also called "1 ADVF procedure" will be allowed. This applies to a structure that cannot be inspected and the entire structure is demoed as a RACM. The "1 ADVF procedure" must be addressed specifically for the structure being demolished.

See the attached flow chart (Addendum 4a) for a visual representation of the above. To view a copy of the guidelines mentioned above, see the LDEQ, Asbestos and Lead page at <http://www.deq.louisiana.gov/portal/Default.aspx?tabid=2251>

5- The LDEQ will continue charging \$66 for emergency notifications for FEMA financed commercial structures, rather than \$99.

ADDENDUM FOUR (a)
COMMERCIAL/ FEMA PAID DEMOLITION
FLOW CHART
4/23/07



- Non-RACM *Construction Debris – no ADVF needed.
- No Grinding/recycling of concrete contaminated with asbestos

⁴ One ADVF per load will be required for abatement operations

ADDENDUM FIVE
ADDENDUM TO ADVF PROCEDURE FOR HURRICANE RELATED ACWM
FOR FEMA FINANCED RESIDENTIAL STRUCTURES ONLY

On March 29, 2006, the following procedure was been implemented for all FEMA financed demolitions only for hurricane related transportation and disposal of for residential structures constructed of Asbestos Containing Waste Material (ACWM) requiring Asbestos Disposal Verification Forms (ADVF's).

An attached excel file contains two spreadsheets: One is a template form that will used to accompany an ADVF for each major contractor and one is an example. The following procedure is to be used for the transportation and disposal of ACWM requiring ADVFs and will significantly reduce the number of ADVFs that are associated with project.

- A. For each day an ADVF is required, the Contractor will sign the Addendum certifying that the transporter information pertaining to this ADVF is true and correct.
1. At the time of the first receiving load for the day, the landfill accepting ACWM will receive one original ADVF and the accompanying form, Addendum to ADVF for Transportation and Disposal of ACWM from each major contractor via the transporter.
 2. The driver will proceed to the asbestos disposal area and submit the major contractor they are working, their company name, truck number, and initial.
 3. Landfill personnel will verify that the truck is on the Addendum submitted by the major contractor and verify the yardage received.
 4. Landfill personnel will enter the yardage on the Addendum form by the respective truck every time the truck delivers a load for that day.
 5. The total yardage per truck and the total yardage per major contractor will be tallied per day.
 6. Landfill personnel will certify that the loads listed on the Addendum form were received, complete the total quantity received on the Addendum and ADVF for that day, as well as note the date buried waste, print and sign name.
 7. A hard copy will be retained by the Landfill, the original mailed to LDEQ, and a copy to the major contractor within 30 days of receipt.

Environmental Regulations Related to Demolition of Buildings

Residential Demolitions

- Air Quality – According to LAC 33:III.1305, all reasonable precautions shall be taken to prevent particulate material from becoming airborne, including but not limited to **the use of water for the control of dust in the demolition of existing buildings or structures...**
- Solid Waste – According to LAC 33:VII.115, construction/demolition (C/D) debris includes but is not limited to metal, concrete, brick, asphalt, roofing material, or lumber from a construction or demolition project. Following Hurricane Katrina the definition of C/D waste was expanded to include furniture, carpet, insulation, treated and painted lumber, etc.
 - Only C/D wastes can be disposed of in a C/D Landfill (Type III Landfill).
 - If a demolished building or structure is to be disposed of as C/D waste all unauthorized waste must be segregated from the building prior to disposal
 - Unauthorized wastes include but are not limited to household hazardous waste (HHW), tires, white goods, and electronic wastes. See the attached list for more examples of unauthorized waste.
- Refrigerant Handling – According to 40 CFR Part 82, Subpart F, refrigerants (Freon) from air conditioning systems must be recovered by an EPA certified technician prior to disposal of the system.

Commercial Demolitions

- Asbestos – According to LAC 33:III.5151, any institutional, commercial, public, industrial or residential structure, installation or building having five (5) or more dwelling units is subject to applicable asbestos regulations.
 - As such, any building to be demolished must be thoroughly inspected for the presence of asbestos prior to the start of demolition activities.
 - Additionally, an Asbestos Notification of Demolition Form (AAC-2 Form) must be sent to the LDEQ Main Office in Baton Rouge whether the inspection reveals the presence or asbestos or not.
- Air Quality – According to LAC 33:III.1305, all reasonable precautions shall be taken to prevent particulate material from becoming airborne, including but not limited to **the use of water for the control of dust in the demolition of existing buildings or structures...**
- Solid Waste – According to LAC 33:VII.115, construction/demolition (C/D) debris includes but is not limited to metal, concrete, brick, asphalt, roofing material, or lumber from a construction or demolition project. Following

Hurricane Katrina the definition of C/D waste was expanded to include furniture, carpet, insulation, treated and painted lumber, etc.

- Only C/D wastes can be disposed of in a C/D Landfill (Type III Landfill).
- If a demolished building or structure is to be disposed of as C/D waste all unauthorized waste must be segregated from the building prior to disposal
- Unauthorized wastes include but are not limited to household hazardous waste (HHW), tires, white goods, and electronic wastes. See the attached list for more examples of unauthorized waste.

Refrigerant Handling – According to 40 CFR Part 82, Subpart F, refrigerants (Freon) from air conditioning systems must be recovered by an EPA certified technician prior to disposal of the system.

**Unauthorized Wastes
Which Must be Separated from C/D Debris**

<p><u>Chemicals</u> Gasoline Diesel Pesticides Herbicides Solvents (paint thinners) Fuel additives Bug spray Wood strippers Cleaners (oven, drain, toilet) Rat poison Motor oil Bleach Etc.etc.</p> <p><u>White Goods</u> Refrigerators Freezers Washers, dryers Hot water heaters Ovens, stoves, ranges Microwave ovens Etc. etc</p>	<p><u>Paints</u> Latex Enamel Oil based Paint thinners Stains, finishes, glues Etc. etc.</p> <p><u>Electronics</u> Computers, keyboards, monitors TVs Stereos VCRs DVDs Fluorescent light bulbs/ballasts Etc. etc.</p> <p><u>Miscellaneous</u> Tires Fire extinguishers Pool chemicals Batteries (auto, small batteries, NiCad, Lithium) Medical wastes Guns, ammo Fireworks Creosote pilings</p>	<p><u>Gasoline Engines</u> Lawnmowers Chain saws Edgers Weed eaters Etc. etc</p> <p><u>Compressed Gas</u> Propane Oxygen Etc. etc.</p> <p><u>Aerosol Cans</u> All aerosol cans</p> <p><u>Medicines</u> All medicines</p>
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Hurricanes Katrina and Rita Residential RACM Demolition Assessment Checklist

AI #:	Hurricane: Katrina		
Date of Assessment:		Parish:	
Demolition location:		City:	
Asbestos contractor:		Crew #:	
Asbestos supervisor:		Phone #:	
Asbestos contractor mailing address:			
Prime contractor:			
Prime contractor Responsible Official:		Phone #:	
Prime contractor mailing address:			
Corps Q/A (if applicable):			
Lead Inspector:			
Other inspectors:			

If demolition is being conducted by the homeowner (or their contractor) then LESHAP is not applicable.

Section A - Asbestos Management:	
1. Is there an accredited asbestos supervisor onsite? If yes, Name: _____ Accreditation#: _____ Note: For workers not on the supplied LDEQ accredited asbestos worker list, detail worker name, AI #, accreditation #, and expiration date in the comments section.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2. Are all workers that are directly involved in the demolition accredited asbestos workers? (Asbestos personnel <u>MUST</u> have LDEQ Asbestos Accreditation Photo ID <u>OR</u> LDEQ Asbestos Accreditation Certificate <u>and</u> Photo ID.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. Is air monitoring being done on site? • If yes name of the company conducting the Air Monitoring: _____ • Name of onsite Accredited air monitor: _____ • Air monitor Supervisor/Contractor Accreditation#: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4. Has the structure/debris been wetted prior to demolition, during demolition, interim staging and loading? (If the structure/debris has been adequately wetted there will not be any visible emissions during demolition or loading.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5. Was the debris loaded into a <u>clear</u> polyethylene "visqueen" lined container/vehicle?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6. Was the polyethylene liner closed/secured/sealed "burrito wrapped" when loading was completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7. Has the generator information label been placed on the "burrito wrap" (generator name, site address, and date)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8. Has the asbestos warning label been placed on the "burrito wrap"?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9. Is the debris being transported on an Asbestos Disposal Verification Form (ADVF)? If yes, list the ADVF#: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10. Which landfill is the debris being sent to for disposal? River Birch	
Section B - Debris Management:	
1. Were the household hazardous wastes, white goods and electronic wastes removed from the demolition debris prior to loading the debris into the transport vehicle?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Note: All No answers require explanation in the "additional comments" section.

Hurricanes Katrina and Rita Residential C/D Demolition Assessment Checklist

AI #:		Hurricane	
Date of Assessment:			Parish:
Demolition location:			City:
Demolition contractor:			
Demolition contractor supervisor:			Phone #:
Demolition contractor mailing address:			
Prime contractor:			
Prime contractor Responsible Official:			Phone #:
Prime contractor mailing address:			
Corps Q/A (if applicable):			
Lead Inspector:			
Other inspectors:			

If demolition is being done by the homeowner (or their contractor) then LESHAP is not applicable.

Section A: Demolition:

1. Has the structure/debris been wetted prior to demolition, during demolition, interim staging and loading? (If the structure/debris has been adequately wetted, there will not be any visible particulates during demolition or loading.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2. Which landfill is the debris being sent to for disposal?	

Section B: DEBRIS MANAGEMENT:

1. Were the household hazardous wastes, white goods, gasoline powered equipment, tires and electronic wastes removed from the demolition debris prior to loading the debris into the transport vehicle?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
---	---

All No answers require explanation in “Additional Comments” section and on FIF.

Additional Comments:

Construction & Demolition Landfill Assessment Inspection Guidance

Due to the increased scrutiny and public attention being paid to the deposition of demolition debris generated by Hurricane Katrina, LDEQ has made the decision that four landfills will have an increased regulatory oversight. These landfills include Slidell Landfill, Highway 90 C&D Landfill, Gentilly C&D Landfill, and Tidewater Landfill.

This document has been prepared to ensure that these daily assessment are consistent between the different personnel observing the landfills. It is also to help provide guidance to individual who may not be as familiar with the operation of C&D landfills.

Landfill Information

Below is a table containing facility information for the landfills included in these assessments.

Name Hours of operation	AI Number	Address	Contact Name
Slidell Landfill M-F; 7:00 am to 5:00 pm	6054	310 Howze Beach Lane Slidell	Harold McCain, Mgr (985) 641-7330
Gentilly C& D Landfill M-S; 6:00 am to 6:00 pm (US Army COE Towers)	1036	10200 Almonaster Blvd New Orleans	Mike Weekly (504) 417-5026
Hwy 90 C&D Landfill M-S: 6:00 am to 6:00 pm	100642	5000 Hwy 90 Avondale	Ed Fox or Vic Culpepper (504) 415-2545
Tidewater Landfill Mon-Sat; 7:00 am to 5:00 pm	20061	339 Coast Guard Road, Venice	Chris Wooten 985-915-6919

Team Leader

The Team Leader who is in charge of scheduling, logistics, and report procedures for Landfill Inspections is Wayne Desselle 504-736-7712 (office), 504-919-9355 (cell).

Assessment Procedures

- **Watch out for vehicular traffic.**
- Enter site, check-in at the office.
- If office is closed, see the site manager to log on site.
- Ask to be introduced to other regulatory oversight personnel (i.e., FEMA, EPA, etc...) that are on site.
- The Army Core of Engineers (ACE) staff has requested that we announce our arrival and departure to them (until September 30, 2007). After September 30, 2007 log in with landfill office or landfill manager.
- Monitor what is entering the facility. (See List of Unauthorized Wastes)
- Ask to see the operations logs (waste received, removal of unauthorized waste,).
- Post yourself at the observation tower at the entrance and watch the staff perform their load inspection functions and what is visible in each truckload.
- Do this activity periodically and rotate between this and other activities.

- Monitor what is being dumped on the landfill.
- Walk near the working face to inspect what is lying on the ground.
- If you observe UNAUTHORIZED WASTE on the working face, notify landfill spotter or other landfill personnel to have it removed.
- Monitor their response.
- If no action taken, report it to the site manager.
- If appropriate actions are or are not taken, take photographs and put the photographs into the Photo Log. Document your observations on the FIF and 214 forms.

If you have questions, call Wayne Desselle at 504-736-7712 (office), (504) 919-9355 (cell). If you cannot get in touch call LDEQ Solid Waste Inspectors at (504) 736-7701 (Mark Stansbury, Dionne Magness, Holly Herrmann or Bridgette Lions) or Blaise Guzzardo at (225) 329-9742. If after hours, call Wayne Desselle at 504-919-9355 or Blaise Guzzardo at (985) 624-4446.

Paperwork

Checklist

- Site Specific checklists will be provided.
- A checklist will be filled out each day that the site is inspected

Field Inspection Form (FIF), Page 1

- Start a new FIF every Tuesday (Operations Period will vary, but assessment reports will run from Tuesday through Monday).
- All forms – Always include date, times of arrival and departure, inspector's name, and name and AI# of site. (See examples)
- At the end of the week, have the Page 1 copy signed by site manager and each Page 2 initialed. Give the facility the second page of each form (yellow page). Keep the original first page (white copy).

FIF, Page 2... (Supports a "Running FIF")

- Addendum to Page 1
- Used Tuesday through Monday
- All forms – Always include date, times of arrival and departure, inspector's name, and name and AI# of site. (See examples)

Form 214 is the Activity Log

- One Form 214 per inspector per operations period is required
- Note arrival and departure times, areas worked and other observations.
- Note Areas of Concern or No Areas of concern observed on 214 (do not put any details).
 - **If AOCs were observed fully document on FIF & Checklist and take photograph.**

Photo template

- Paste photos documenting all areas of concern into the photo log.
- Fill out all information in the header (facility name, AI #, photographer, etc.)
- Give concise description of the area of concern that is being documented in the photo in the space provided below the photograph.

EDMS Transmittal form

- Site specific EDMS form will be provided.
- Fill out dates on the form:
 - Date on document is the start date
 - Today's date is the last date of the inspection (operational period)
 - Put inspection start date in the description box on the bottom of the form.

A complete landfill inspection packet will consist of:

1. A completed EDMS Transmittal form
2. A completed FIF Signed by a facility representative (originals of page 1 and page 2s).
3. A Form 214 for the operations period.
4. A completed landfill checklist for each day that the landfill was inspected.
5. A completed Photo template

Give the Original to Jeff Kozel. He will make 2 copies of the packet and give the original and one copy to Wayne Desselle and keep one copy.

Safety**Watch out for vehicular traffic.**

Health Risks

Heat Stroke

Heat Exhaustion

Shoe Puncture –Tetanus Shot needs to be current (required every 10 years). Be watchful for protruding objects to avoid punctures.

Vehicle Dangers

Being run over by site vehicles.

- Stay at least 25 feet from any moving site vehicle.
- Do not turn your back on any moving site vehicle.

Overheated Engine – Open the hood of the engine compartment before running the air conditioner for any extended period. Watch the engine temperature gauge to ensure the engine does not overheat

Punctured Tires.

Mandatory Equipment:

Hardhat

Steel Toed Shoes (recommend those with steel shanks)

Safety Glasses/Goggles

Safety Vest

Hearing Protection (Ear Plugs)

Digital Camera

Optional Equipment:

Binoculars

Dust Masks

Gloves

Rain Gear
Sunscreen
Bug Spray /Repellant
Personal Cooler with Ice
Water/ Gatorade

Unauthorized Wastes Which Must be Separated from C/D Debris

<p><u>Chemicals</u> Gasoline Diesel Pesticides Herbicides Solvents (paint thinners) Fuel additives Bug spray Wood strippers Cleaners (oven, drain, toilet) Rat poison Motor oil Bleach Etc.etc.</p> <p><u>White Goods</u> Refrigerators Freezers Washers, dryers Hot water heaters Ovens, stoves, ranges Microwave ovens Etc. etc</p>	<p><u>Paints</u> Latex Enamel Oil based Paint thinners Stains, finishes, glues Etc. etc.</p> <p><u>Electronics</u> Computers, keyboards, monitors TVs Stereos VCRs DVDs Fluorescent light bulbs/ballasts Etc. etc.</p> <p><u>Miscellaneous</u> Tires Fire extinguishers Pool chemicals Batteries (auto, small batteries, NiCad, Lithium) Medical waste / Sharps Discarded medical supplies Guns, ammo Fireworks Creosote pilings CCA preserved wood (Chromated copper arsenate)</p>	<p><u>Gasoline Engines</u> Lawnmowers Chain saws Edgers Weed eaters Etc. etc</p> <p><u>Compressed Gas Cylinders</u> Propane Oxygen Etc. etc.</p> <p><u>Aerosol Cans</u> All aerosol cans</p> <p><u>Medicines</u> All medicines</p>
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Hurricane Katrina Rita Construction Demolition Landfill Assessment Checklist

AI No. _____ Alternate ID No. _____

Assessment Date: _____ Incident Name: **Hurricane Katrina**

Site Name: _____

Physical Location: _____

LA Parish: _____
(City) (State)

Facility Representative/Title: _____

Facility Representative Telephone No.: _____

Lead Inspector: _____

Other Inspectors: _____

Please use Additional Comments Section and the FIF to explain Areas of Concern and include photographs for these observations!!!

C&D Disposal Site Specific Conditions	
Permit and Interim Operational Plan Conditions (If the facility has additional permit requirements, please use the Additional Comments Section at the end of the Checklist to outline.)	
1. Is adequate supervision and security provided? What type:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2. Is a sign posted at the entrance to the facility listing acceptable and prohibited waste?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. Does the facility maintain documentation which list a daily inventory from each truck load of waste received and each load rejected at the gate?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4. Are all records required by the facility's permit or authorization maintained on site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5. Is the waste dumped under supervision in the smallest area possible, spread and compacted daily?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6. Is the waste covered with 12 inches of silty clay at least every 14 days? If no, how often?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7. Does the facility retain records to substantiate compliance with the biweekly cover requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8. Is unauthorized waste segregated and placed in a container?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9. Is the unauthorized waste removed at least every seven (7) days? Does the facility maintain records to substantiate removal of the unauthorized waste?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10. Are the roads maintain for accessibility in all types of weather?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
11. Has an Annual Report been submitted to LDEQ which contains the required information?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
12. Is there evidence of open burning?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
13. Is waste being deposited in standing water? If applicable, has the facility received a water discharge permit or filed a Notice of Intent for the facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
14. Is there evidence of salvaging and scavenging?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
15. Is litter within the site and along the entrance being controlled by litter fencing/regular policing of site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
16. Is adequate equipment provided to operate the facility and is backup equipment available?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
17. Are personnel adequately trained and present in sufficient number to operate the site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
18. Has the facility notified LDEQ of the disposal of unauthorized waste?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Additional Comments:	

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Construction Demolition Debris (from Katrina & Rita) includes asphalt or fiberglass roof shingles, roofing material, carpet, insulation, wallboard, treated and painted lumber and furniture

Vegetative Debris includes vegetative storm debris such as yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood.

AGENCY INTEREST#: _____ INSPECTION DATE: _____ TIME OF ARRIVAL: _____

ALTERNATE ID#: _____ DEPARTURE DATE: _____ TIME OF DEPARTURE: _____
(ID Type/Number)

FACILITY NAME: _____ PH #: _____

LOCATION: _____

PARISH NAME: _____

RECEIVING STREAM (BASIN/SUBSEGMENT): _____

MAILING ADDRESS: _____
(Street/P.O. Box) (City) (State) (ZIP)

FACILITY REPRESENTATIVE: _____ TITLE: _____

FACILITY REPRESENTATIVE PHONE NUMBER: _____

NAME, TITLE, ADDRESS and TELEPHONE of RESPONSIBLE OFFICIAL (if different from above): _____

INSPECTION TYPE: _____ PROGRAM INVOLVED: AIR WASTE WATER OTHER _____

INSPECTOR’S OBSERVATIONS: (e.g. AREAS AND EQUIPMENT INSPECTED, PROBLEMS, DEFICIENCIES, REMARKS, VERBAL COMMITMENTS FROM FACILITY REPRESENTATIVES)

AREAS OF CONCERN:		
REGULATION	EXPLANATION	CORRECTED?
_____	_____	YES NO
_____	_____	YES NO
_____	_____	

PHOTOS TAKEN: ☐ YES ☐ NO

SAMPLES TAKEN: ☐ YES ☐ NO (Attach Chain-of-custody)

RECEIVED BY: SIGNATURE: _____

PRINT NAME: _____

(NOTE: SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT WITH INSPECTOR’S NOTES)

INSPECTOR(S): _____ CROSS REFERENCE: _____

ATTACHMENTS: _____

REVIEWER: _____

NOTE: The Information contained on this form reflects only the preliminary observations of the inspector(s). It should not be interpreted as a final determination by the Department of Environmental Quality or any of its officers or personnel as to any matter, including, but not limited to, a determination of compliance or lack thereof by the facility operator with any requirements of statutes regulations or permits. Each day of non-compliance constitutes a separate violation of the regulations and/or the Louisiana Environmental Quality Act.

FIELD INTERVIEW FORM INSTRUCTIONS**AGENCY INTEREST #:**

The TEMPO Agency Interest number currently in use and assigned to the facility or site in the database.

ALTERNATE ID#:

This would be the number of a permit or file historically associated with the subject facility and is often media-specific. It is NOT an incident log number. **EXAMPLE:** Water/LA0009594 or Air/0200-00035.

INSPECTION DATE:

The date the inspection started in (month/date/year) format.. **EXAMPLE:** "8/4/98" or "August 4, 1998"

TIME OF ARRIVAL:

The time that the inspection started in military time (24 hour-clock). This will be the time that credentials are first presented to a facility representative. **EXAMPLE:** 0845 for 8:45 a.m.

DEPARTURE DATE:

The date the inspection ended in (month/date/year) format. For sampling inspections this may be when the sampling was completed.

TIME OF DEPARTURE:

The time of day the inspection ended. Time should be entered as military time. For sampling inspections this may be when the sampling was completed.

FACILITY NAME:

State the name of the facility or site in this block. Accessing this website <http://www.sec.state.la.us/crpinq.htm> can prove to be a valuable tool in acquiring this information accurately. This field should mirror the "Master AI Name" in TEMPO, unless changes have occurred at the facility that have not been accurately reflected in the TEMPO database.

EXAMPLE: Bubba's Quick Stop

PHONE #:

The complete telephone number, including area code, of the subject facility. **EXAMPLE:** (504) 835-1072

LOCATION:

The physical location of the site or facility. GPS readings if applicable. Be as precise as possible. Use street addresses, highway number, mile markers, nearest town, Latitude and Longitude, etc. Some facilities will have a "911" address – this is a good location descriptor. **EXAMPLE:** 5.3 miles west of New Roads on La Hwy 1 or 3233 U.S.190 E, Eunice, LA.

PARISH:

The parish name of the subject facility's location. **EXAMPLE:** Orleans

RECEIVING STREAM (BASIN/SUBSEGMENT): Name and assigned numerical descriptor (six-digit Basin/Segment/Subsegment number) of the receiving stream of facility waste water or storm water discharges.

MAILING ADDRESS:

The address used by the facility or site in receiving their mail. Be sure to include the zip code. **EXAMPLE:** P.O. Box 25, New Orleans, LA 70130

FACILITY REPRESENTATIVE:

The name of the facility or site representative, often the person accompanying the inspector on the inspection and answering questions. Use full names. Do not use initials or nicknames. If there are more than one facility representative, list the lead person.

TITLE:

The official title of the facility representative. **EXAMPLE:** Owner

FACILITY REPRESENTATIVE PHONE NUMBER:

Record this persons phone number only if it is different from the facility phone number above.

NAME, TITLE, ADDRESS and TELEPHONE of RESPONSIBLE OFFICIAL (if different from above): Record the requested information on the individual on file as the Responsible Official for the subject facility if different from the person recorded as the Facility Representative. This could be the landowner, the CEO or President of the company and is often the person responsible for signing self-monitoring reports.

INSPECTION TYPE:

Use one of the media specific codes. **EXAMPLE:** CEI for Compliance Evaluation Inspection (Surface Water), LDI for Lead Detection Inspection (UST), etc.

PROGRAM INVOLVED:

Circle all the programs inspected. If a program that is not listed was inspected, include it in the "OTHER" category.

INSPECTOR'S OBSERVATIONS:

Summarize the findings of the inspection in this section. Include a summary of the areas inspected. If additional space is required for observations include them on the additional comments page (Field Interview Form Inspector Observations cont'd).

AREAS OF CONCERN**REGULATION:**

If known, list the citation reference of any deficiencies noted during the inspection from the appropriate regulatory authority. This can be added to the report when you return to your office provided that you supply this information to the facility. **EXAMPLE:** LAC 33:IX.901 (B)(1) or LRS 30:2071 (A)(2)(c).

EXPLANATION:

Brief verbal description of the deficiency cited. **EXAMPLE:** "The parameter BOD5 was exceeded in the sample taken from Outfall 001" or "Failure to submit required DMRs for the first quarter of 2002".

CORRECTED?:

Indicate whether or not the noted deficiency was corrected within the beginning and ending inspection dates on the FIF. Any areas of concern noted during the inspection, provided that sufficient evidence is gathered to adequately document the issue, will be referred to Enforcement, whether corrected or not.

PHOTOS TAKEN:

Check yes or no in the appropriate box.

SAMPLES TAKEN:

Check yes or no in the appropriate box. Attach appropriate chain of custody form and be sure to give the facility representative a copy of the chain of custody as a receipt. State law requires that the facility be provided with a copy of the sample results "promptly".

RECEIVED BY:

The facility representative, plant manager or next highest responsible individual present at the time of inspection should sign the form. This form is not an admission of guilt. If the person refuses to sign the form, print their name in this block and write "refused to sign". If no one is present at the facility to sign, write "no one available to sign" and mail a copy of the FIF to the responsible official at the facility mailing address via certified mail (return receipt requested).

PRINT NAME:

Print the name of the signatory after he signs the report for legibility.

INSPECTOR(S):

Include all the inspectors who were present during the facility or site visit. Sign the form and print your name.

CROSS REFERENCE:

Record here any related incident "Dispatch" numbers, TEMPO Incident numbers or other related inspections.

ATTACHMENTS:

List the attachments that you are including with this report. **EXAMPLE:** DMR's January-March, 1998 (Outfall 001). Other attachments include: chain of custody form, sample results, facility laboratory data, etc.

REVIEWER:

Signature or initials of the inspector's supervisor or other person with the responsibility of ensuring the report is properly completed.

PAGE__OF__:

Number all the pages. **EXAMPLE** Page 1 of 3

FIELD INTERVIEW FORM AREAS OF CONCERN (cont'd):

Use this supplemental page to list additional areas of concern that will not fit on page one of the FIF.

INSPECTOR OBSERVATIONS (cont'd):

Use this supplemental page to continue the narrative description of observations that will not fit onto page one of the FIF.

[illegible]

ATTACHMENT 3. EXPERIENCE TABLE

“Demolition and Landfill Oversight” RFP
(Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person and Telephone Number	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project

ATTACHMENT 4 SCHEDULE OF PRICES

“Demolition and Landfill Oversight” Louisiana Department of Environmental Quality

Line Item No.	Pay Item Description	Payment Unit	Unit Rate
1	Commencement Conference	Lump sum	\$_____
2	Project Manager ¹⁻³	Hourly	\$_____
3	Inspector Supervisor ¹⁻³	Hourly	\$_____
4	Inspector ¹⁻³	Hourly	\$_____
5	Mileage	Mile	According to LA State Travel Regulations

¹ Labor category descriptions are provided in Statement of Work, Section 4.1.

² Hourly rates shall include all direct costs (including but not limited to: labor, supplies, equipment, incidentals and expendables, duplication / copying, communications, shipping and handling, taxes, etc.), all indirect costs (including but not limited to: fringes, overhead, personnel travel expenses, general and administrative costs), and profit. Mileage (solely) shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract:
<http://www.doa.louisiana.gov/osp/travel/travelpolicy/travelguide.pdf>

³ Each labor category’s hourly rate shall be applied to all individuals who perform the function of that category. Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual’s customary rate.

ALL BLANKS MUST BE COMPLETED

ATTACHMENT 5. SAMPLE LDEQ CONTRACT

“Demolition and Landfill Oversight”

The contract offered to the successful proposer will have the following form and content:

CFMS Contract No. _____

THIS CONTRACT, made and entered into this _____ day of _____, 2008, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “LDEQ” or “the Department”, and _____, officially domiciled at _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, LDEQ has the legal responsibility, and authority by USEPA delegation, for the enforcement of asbestos regulation regarding demolitions National Emission Standards for Hazardous Air Pollutants (NESHAP, Clean Air Act), and other state air regulations regarding demolitions, and solid waste disposal by statute (Louisiana R.S. 30:30:2011); and

WHEREAS, funding for this contract is made available by the Federal Emergency Management Agency (FEMA); and

WHEREAS, LDEQ requires the services of a well-qualified Contractor to provide assistance in conducting regulatory oversight of demolitions and the handling and disposal of resultant debris to ensure compliance with applicable environmental laws and regulations regarding asbestos, HHW and other hazardous wastes; and

WHEREAS, a fee for the services to be provided by the Contractor pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

LDEQ hereby employs and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by LDEQ, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract will be identified as **“Demolition and Landfill Oversight”** with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by LDEQ, the proposal submitted by the Contractor in response to LDEQ's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

3. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from [REDACTED], 2008 through [REDACTED], 2009. This period shall be known as the base contract. LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature and the Federal Emergency Management Agency (FEMA).

4. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services, and facilities to perform the work as set forth in and Appendix A, Contractor's Proposal, and Appendix B, RFP Attachment 2, Statement of Work, attached hereto and made a part hereof.

5. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration's Office of Contractual Review, and participation in a post-award conference to be scheduled by LDEQ at its offices.

6. COMPENSATION

The amount which LDEQ agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of [REDACTED]. The prices resulting from the RFP process shall form the basis of payment, and shall remain in effect for the duration of the contract. Work performed by the Contractor during the term of the contract shall be paid

at the unit rates listed in the Schedule of Prices. Travel (i.e., mileage only) shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, and LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of LDEQ that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment, approved by the Office of Contractual Review, and shall be contingent upon funding by the Louisiana State Legislature and the Federal Emergency Management Agency (FEMA). Any additional or out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

7. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature and by the Federal Emergency Management Agency (FEMA). If the legislature and FEMA fail to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES

As required by R.S. 39:1498(7) and (8), LDEQ provides the following information:

- a. The goal of this contract is to provide assistance in conducting regulatory oversight of demolitions and the handling and disposal of the resultant debris to ensure compliance with applicable environmental laws and regulations regarding asbestos, Household Hazardous Waste (HHW), and other hazardous wastes. The objectives to be achieved through this contract in order to attain this goal include providing LDEQ with:

- (1) compliance with LDEQ protocol;
 - (2) an LDEQ on-site representative;
 - (3) monitoring and oversight of demolition activities for compliance with Louisiana Emissions Standards for Toxic Air Pollutants (LESHAP) and other regulatory requirements;
 - (4) monitoring and oversight of the disposal of demolition debris for compliance with each landfill's LDQ Permit and/or their Interim Operational Plan; and
 - (5) deliverables as specified by the Statement of Work.
- b. LDEQ will monitor the progress of the Contractor during the contract by:
- (1) designating LDEQ staff to act as the Project and Contract Managers;
 - (2) meeting with the Contractor as necessary to provide guidance or answer questions;
 - (3) ensuring that deliverables are submitted within the time frame set forth in the contract;
 - (4) reviewing, requiring correction as necessary, and approving all deliverables and submittals; and
 - (5) ensuring that the LDEQ protocol is followed.
- c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

9. INVOICING AND PAYMENT

a. Payment:

Payment to the Contractor for services rendered and/or hours worked shall be made according to the rates provided in the contract Schedule of Prices (RFP Attachment 4) for the actual work and/or hours accepted as completed by LDEQ. The rates included in the Schedule of Prices shall be applied for the term of the contract. Payment for work performed under this contract shall not exceed the agreed contract amount.

The rate for each line item in the Schedule of Prices shall include all associated direct costs (including but not limited to: labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and

handling, transportation (other than mileage to be reimbursed separately), taxes, etc.), all indirect costs (including but not limited to: fringes, overheads, general and administrative costs), and profit.

Travel (i.e., mileage only) as required by LDEQ shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

<http://www.doa.louisiana.gov/osp/travel/travelpolicy/travelguide.pdf>

b. Payment procedure:

Payment shall be made as monthly progress payments. Invoices shall be based upon the actual amount of work completed during the billing period. Each invoice must include:

- (1) the contract number;
- (2) the name and address of the Contractor;
- (3) an itemized list of the work completed during the billing period;
- (4) the total amount requested;
- (5) the balance remaining in the contract;
- (6) timesheets for Project Manager; and
- (7) supporting documentation for travel mileage (i.e., mileage logs).

The invoice shall be signed by the Contractor's Project Manager. One original and one copy shall be directed to Louisiana Department of Environmental Quality, Financial Services Division, P. O. Box 4303, Baton Rouge, LA 70821-4303.

Payments will be made within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by LDEQ.

c. Reporting Requirements:

The Contractor shall submit all submittals and deliverables to LDEQ prior to issuance of progress payments.

10. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in RFP Attachment 2, Statement of Work, as products of the services rendered under this contract. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

11. CORRECTION OF DEFICIENT WORK

If required by LDEQ, prior to payment, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

12. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than LDEQ or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of LDEQ.

13. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of LDEQ and LDEQ shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, LDEQ shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by LDEQ.

14. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

15. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
- (1) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- (2) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
- (c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against LDEQ, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for LDEQ.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LDEQ.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

f. Verification of Coverage

The Contractor shall furnish LDEQ with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the LDEQ contract number, the effective dates of the policy, and the level of coverage. The certificates must be received and approved by LDEQ before the Notice to Proceed will be issued and work commences. LDEQ reserves the right to require complete, certified copies of all required insurance policies, at any time.

An original and one (1) copy of each certificate (and policies when required) shall be sent to the attention of:

Laura McDonald
Contracts and Grants Division
Louisiana Department of Environmental Quality
P.O. Box 4303
Baton Rouge, LA 70821-4303

16. INDEMNIFICATION AGREEMENT

Notwithstanding the above, the Contractor shall complete and return to LDEQ a signed Indemnification Agreement for this contract conforming to the example provided as Attachment 6 of the RFP along with the insurance certificates required in "Contractor's Insurance" above.

17. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of LDEQ thereto; provided, however, that all claims for money due or to become due to the Contractor under this contract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment of transfer shall be furnished promptly to LDEQ.

18. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

19. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold LDEQ harmless from any and all

claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

20. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that funding for this contract is available from the Federal Emergency Management Agency (FEMA).

21. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under Tax Identification Number _____.

22. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

23. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

24. RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the LDEQ Internal Audit Section, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred. All such materials shall be made available at their respective offices at all reasonable times during the

contract period and for ten (10) years from date of final payment under this contract for inspection by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

25. ANTI-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Action of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

26. CODE OF ETHICS FOR STATE EMPLOYEES

Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract, the company official certifies that there is no conflict or violation of the Ethics Code.

27. REMEDIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

28. TERMINATION OF CONTRACT FOR CAUSE

If, in the determination of LDEQ, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, LDEQ shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return receipt requested) to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor

under this contract shall, at the option of LDEQ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. LDEQ shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to LDEQ for damages sustained by LDEQ by virtue of any breach of the contract by the Contractor, and LDEQ may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due LDEQ from the Contractor is determined.

29. TERMINATION FOR THE CONVENIENCE OF LDEQ

LDEQ may terminate this contract for the convenience of LDEQ at any time, by giving written notice to the Contractor by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of LDEQ, become its property. If the contract is terminated by LDEQ as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

30. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Louisiana Office of Contractual Review. Verbal directives from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

LDEQ AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Vince Sagnibene, Undersecretary
Office of Management & Finance

Peggy M. Hatch, Assistant Secretary
Office of Environmental Compliance

WITNESS:

CONTRACTOR:

ATTACHMENT 6
INDEMNIFICATION AGREEMENT

_____ agrees to protect, defend, indemnify, save, and hold
 (Contractor)
 harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its
 officers, agents, servants and employees, including volunteers, from and against any and all
 claims, demands, expense and liability arising out of injury or death to any person or the damage,
 loss or destruction of any property which may occur or in any way grow out of any act or
 omission of _____, its agents, servants, and employees, or any and all
 (Contractor)
 costs, expense and/or attorney fees incurred by _____ as a result of
 (Contractor)
 any claim, demands, and/or causes of action except those claims, demands, and/or
 causes of action arising out of the negligence of the State of Louisiana, all State Departments,
 Agencies, Boards and Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for,
 (Contractor)
 and defend any such claim, demands, or suit at its sole expense and agrees to bear all other costs
 and expenses related thereto, even if it (the claim, etc.) is groundless, false or fraudulent.

Accepted by: _____
 Company Name

 Signature

 Title

Date accepted _____

Is the Certificate of Insurance attached? ____ Yes ____ No

Contract No. _____ for _____

Purpose of Contract: _____
